

# The Solicitors' Journal.

LONDON, JANUARY 6, 1883.

*In anticipation of the occupation of the Royal Courts of Justice we issue to our readers, with the present number, plans of the ground-floor and court-floor in the Western block. They are taken from official plans furnished for the purpose by the Office of Works. The descriptions and directions for the guidance of practitioners are also derived from an official source.*

## CURRENT TOPICS.

WE PRINT elsewhere the sittings paper of the Court of Appeal and Chancery Division for the Hilary Sittings.

MR. JUSTICE KAY will not sit at Lincoln's-inn before the 14th of February. It is uncertain whether his engagements on circuit will enable him to return by that day.

IT IS ANTICIPATED that the branch of the Court of Appeal which has hitherto sat at Westminster will commence to sit in Appeal Court No. 1 at the Royal Courts of Justice on the 14th of February.

IN ANTICIPATION of the Chancery cause list, which will not be ready for publication until next week, we may mention that an inspection of the cause-books shows that that there will be about 800 causes before the five chancery judges when the Hilary Sittings commence. The list of appeals will number at least 200.

WE ARE AUTHORISED to state that Mr. Justice CHITTY will, on the commencement of the Hilary Sittings, remove to the Royal Courts of Justice, but the other judges of the Chancery Division will continue, for the present, to sit at Lincoln's-inn. The Lincoln's-inn branch of the Court of Appeal will occupy the new court provided for it, and the judges of the Queen's Bench Division who are not absent on circuit will sit at the Royal Courts.

IT IS FORTUNATE that all the courts of the Queen's Bench Division at the Royal Courts of Justice will not be required at the commencement of the Hilary Sittings, for at least two of them are not yet ready for occupation. The two courts of the Probate, Divorce, and Admiralty Division are also in a backward state. In very few of the courts has any progress been made in providing appliances for artificial light.

THE FINAL ARRANGEMENTS have now been made with reference to the accommodation in the Royal Courts of Justice of several important offices. The Lord Chancellor's officers, the law officers of the Crown, and the Probate Registrar, will have accommodation on the ground floor at the west end of the building. The Master of the Rolls' secretary will have rooms in the north-east corner of the western block. On the right of the main entrance there will be a bar robing room, entered from the porch, and on the other side a solicitors' room, close to which there will be a telegraph office.

SOME OF THE DEFECTS in the arrangement of the seats for the bar in the new courts, to which we recently drew attention, are now

being remedied. The moveable "stalls" which, as we pointed out were liable to come down with a heavy crash, are being fitted at the point of contact with a double thickness of felt, which it is hoped will secure immunity from the suffering likely to be inflicted on nervous judges by "unauthorized reports" contributed by learned but incautious counsel in putting down their seats. The sloping desks, so admirably adapted for landing briefs and papers on the floor, are also being fitted with felt, so as to deaden the sound occasioned by their being drawn forward or pushed back. The Spartan simplicity of the bare wood seats is, we believe, to be preserved.

WE PRINT elsewhere a new batch of Rules of the Supreme Court (Order 60 B.) relating to the local registration of bills of sale under section 11 of the Bills of Sale Act, 1882. It will be remembered that that section provides that where the affidavit describes the residence of the person making the bill to be in some place outside the London bankruptcy district, or where the bill describes the chattels enumerated therein as being in some place outside that district, "the registrar under the principal Act shall forthwith, and within three days after registration in the principal registry, and in accordance with the prescribed directions, transmit an abstract in the prescribed form of the contents of such bill of sale to the county court registrar in whose district such places are situate, and if such places are in the districts of different registrars, to each such registrar. Every abstract so transmitted shall be filed, kept, and indorsed by the registrar of the county court in the prescribed manner." The new rules prescribe the form of the abstract to be transmitted. In addition to the particulars required in the form of register given in Schedule B. to the Bills of Sale Act, 1878, the form of abstract requires the consideration to be stated; also the nature of the property assigned, the amount secured and how repayable, and the rate of interest. These abstracts are to be numbered and filed when received by the registrar, and he is to keep an index to them alphabetically arranged. Any person is to be allowed to search the index upon payment of one shilling, and to make extracts from the abstract on payment of one shilling for each abstract inspected. Office copies may also be obtained of any abstract at a fee of sixpence per folio.

THE RULES under the Settled Land Act, which we print elsewhere, bear some marks of hurried draftsmanship. Their salient provisions are as follows:—All applications under the Act may be made by summons at chambers; and if a petition shall be presented without the direction of the judge (an obscure expression, which, perhaps, means without the previous issue of a summons, and the subsequent direction of the judge who hears it), no further costs shall be allowed than would be allowed upon a summons. This enactment, if it is not *ultra vires*, seems to be dictated by questionable policy. The result will be, as is already the case with regard to applications under the Conveyancing Act, that nobody will know by what principles decisions, given in chambers, are guided, and that, consequently, different judges will follow different principles. Forms are appended in several schedules, which, if not ideally perfect, are superior to some of the productions appended to the Judicature Act. Notice is to be served, "in the first instance" (which seems to mean without special direction from "the judge") in the case (1) of applications by tenants for life under section 15 and [*i.e.*, or] section 34, upon the trustees, which sections relate to sales and leases of the mansion-house and demesnes, and to the application of purchase-moneys received for leases or reversions; (2) in the case of applications under section 38, upon the

trustees (if any) and the tenant for life, if not the applicant, which section relates to the appointment of trustees by the court; and (3), in the case of applications under section 44, upon the tenant for life, or the trustees, as the case may be, which section relates to the reference to the court of differences arising between the tenant for life and the trustees. In all other respects the giving of notice is entirely in the discretion of "the judge." It is sufficient, unless the judge requires further evidence, to verify by affidavit the title of the parties and other persons interested in the application. Sales authorized or directed by the court are, in general, to be carried into effect out of court. Provision is made for cases where the court authorizes leases, and directions are given for the payment into court of money liable to be so paid. Though the procedure is altogether of a very summary description, we do not think that it is likely to prove dangerously lax; because proceedings to be taken under the Act are, by the Act itself, made subject to "all estates, interests, and charges having priority to the settlement" (see section 20); while, as to interests arising under the settlement, it seems to be emphatically the policy of the Act to deal with them in a summary manner.

THE RECENT CHANGES in the Cabinet have necessitated re-election in the case of Sir CHARLES DILKE, but not in that of Mr. CHILDERS. The law of the subject is a little peculiar, and it is not always easy to see why re-election should be required in one case and not in another. It was first enacted by the well-known Statute of Anne, 6 Ann. c. 7 (c. 41 in the Revised Statutes), that "no person who shall have in his own name, or in the name of any person in trust for him, any new office or place of profit whatsoever under the Crown" should be capable of being elected a member of the House of Commons, and also that if any member should accept of any office of profit under the Crown, his election should be void, but he should be capable of re-election. Several offices have from time to time been excepted from the definition of "new office," the more important being that of Paymaster-General by 5 & 6 Will. 4, c. 35, s. 5, and of the Postmaster-General by 29 & 30 Vict. c. 55. And by the Representation of the People Act, 1867, s. 52, a very important amendment was effected as to the necessity for re-election. It was enacted by that section that, "where a person has been returned as a member to serve in Parliament since the acceptance by him from the Crown of any office described in Schedule H. to this Act annexed, the subsequent acceptance by him from the Crown of any other office or offices described in such schedule in lieu of, and in immediate succession, the one to the other, shall not vacate his seat." Schedule H. contains the names of twenty-six offices, being all the principal ministerial offices, and including the office of "any principal Secretary of State," but not that of an Under-Secretary of State, although room was found for the office of "equerry or groom in waiting," and of "Vice-Chamberlain of her Majesty's household." The Local Government Board was not established when the Act of 1867 was passed, but care was taken in the Local Government Board Act, 1871 (34 & 35 Vict. c. 70), s. 4, to enact that the office of President should be deemed to be an office included in Schedule H. of the Act of 1867. Had Sir C. DILKE, therefore, been an equerry or groom in waiting, re-election would not have been necessary. The office of Under-Secretary of State, which Sir CHARLES DILKE has vacated, is subject to the peculiar provision of the Government of India Act (21 & 22 Vict. c. 106), s. 4, that "any four of the Under-Secretaries for the time being to her Majesty's principal Secretaries of State may sit and vote as members of the House of Commons; but not more than four such Under-Secretaries shall sit as members of the House of Commons at the same time."

THE NEW RULES relating to acknowledgments by married women are expressed to be made both under the Fines and Recoveries Abolition Act and section 7 of the Conveyancing Act. They provide, in the first place, in pursuance of the provision of section 7, sub-section (3), of the latter Act, that no acknowledgment shall be taken by any person "interested or concerned, either as a party or as solicitor or clerk to the solicitor for one of the parties, or otherwise in the transaction giving occasion for the

acknowledgment." It will be observed that this provision is wider than the terms of Rule II. of the General Rules of Hilary Term, 1834, prescribing that one of the commissioners shall not be interested in the transaction "as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent so interested or concerned." Rule 2 of the new rules is only a modification of Rule III. of the Rules of 1834, and Rule 3 simply re-enacts, with the necessary alterations, the form of the memorandum, in lieu of that provided by section 84 of the Fines and Recoveries Abolition Act (the portion of which relating to this form is not repealed by the Conveyancing Act, 1882); but rule 4 provides that there shall be appended to this memorandum, when the acknowledgment is taken before anyone not a judge, a declaration by the person before whom it is taken that he is not interested or concerned, &c. The next rule has reference to sub-section 2 of section 7 of the Conveyancing Act, 1882, which provides that "where the memorandum of acknowledgment purports to be signed by a person authorized to take the acknowledgment, the deed shall be conclusively taken to have been duly acknowledged." It is provided by rule 5 that a memorandum of acknowledgment, purporting to be signed according to any of the following forms, shall be deemed to be a memorandum purporting to be signed by a person authorized to take an acknowledgment—one of the forms being "a perpetual commissioner for taking acknowledgments of deeds by married women." Rule 8 regulates the costs to be allowed to solicitors where not "otherwise regulated" by the Order under the Solicitors' Remuneration Act. It will be remembered that the Order (Schedule I, Part I.) provides a fee of £2 10s. for "procuring execution and acknowledgment of deed by a married woman." The fees now authorized are in respect of the fees as to copyholds formerly provided for by Rule IX. of the Rules of 1834, and the new rule simply repeats that provision.

MANY OF OUR READERS will hear with great regret of the retirement from the profession of Mr. FRANCIS THOMAS BIRCHAM, after nearly half a century of active professional work. Mr. BIRCHAM, who was President of the Incorporated Law Society in 1874-5, has been deservedly popular with his brethren, and their hearty good wishes will follow him into his retirement.

## PRINCIPALS AS AFFECTED BY NOTICE TO AGENTS.

IN these columns we have ventured more than once to express the opinion that the modern tendency to thrust upon judges an ever-increasing measure of mere arbitrary discretion, is so far from being an unmixed good, that it might with greater propriety be styled almost an unmixed evil. Much more seems to us to be done in the way of harm, by unsettling the law, than can possibly be done in the way of good, by ineffectual attempts to render the law ideally perfect. And if any of our readers should feel a doubt whether the most valuable quality which a code can possess—the one virtue which is necessary to all its other virtues—is certainty, he would do well to study the subject which stands at the head of this article, and the case of *Kettlewell v. Watson* (L. R. 21 Ch. D. 685); upon one point in which we are about to make a few remarks. To examine thoroughly all the points in that case would require a space about ten times as long as its somewhat lengthy report.

The present state of the doctrine of notice, regarded as affecting a principal through the medium of an agent, is one of the numerous products of arbitrary judicial discretion, guided by the most scrupulous anxiety to be perfectly fair to everybody. It is by no means easy to say with confidence what predominant principle have shaped the decisions of the various courts and judges, or what main propositions can be deduced therefrom; and we think that few, if any, of the unfortunate parties to the case of *Kettlewell v. Watson* could possibly have predicted, until after the event, what view would be taken by the court of their respective claims.

In 1872 the plaintiffs, who were the trustees of a charitable institution, sold, with the consent of the Charity Commissioners,



certain lands near Leeds, to Messrs. Richardson & Watson, who at that time were a highly-respectable firm of estate agents in that town. Only a part of the purchase-money was paid; and the vendors, in order to protect their lien, retained the conveyance (upon which was indorsed a receipt signed by the vendors for the whole of the purchase-money) in the hands of their solicitor. Richardson & Watson disposed of the land in small building plots, and said nothing to the purchasers from them about the existence of the lien for the unpaid balance of their own purchase-money. The purchasers from Richardson & Watson, relying upon the good reputation of the vendors, made no regular inquiry into the title; and in some cases the conveyances were prepared by the vendors' solicitors, while in other cases the vendors appear to have acted as the general agents of some purchasers for the purpose of carrying the purchase into effect. Under these circumstances various questions arose, as to how far the purchasers were affected, by means of the agency of the vendors or of their solicitors, with notice of the above-mentioned lien for unpaid purchase-money.

A preliminary question arose, which deserves a brief mention. The land was situated in a register county, and a memorial of the conveyance to Richardson & Watson had been registered. It was contended that the original vendors, by neglecting to procure some written acknowledgment of their lien which might have been registered, had lost their lien as against all persons claiming under the registered conveyance. But Mr. Justice Fry held it to be settled law, that the Registry Act does not apply to interests in land which courts of equity have allowed (as the learned judge thought, very unfortunately) to be created without writing. It is to be remarked that this ruling seems to be intended to apply equally to all the Registry Acts; since his lordship relied much on the case of *Sumpter v. Cooper* (2 B. & Ad. 223), where the land was situated in Middlesex, while in the case before him the land was in the West Riding of Yorkshire.

The purchasers from Richardson & Watson were exceedingly numerous, and are divisible into a large number of separate groups, all requiring separate examination in a full discussion of the case. But, so far as regards the question of notice by agency, the discussion may be narrowed to the consideration of two classes: (1) Those purchasers who, at the suggestion of Richardson & Watson, had employed their solicitor to prepare the conveyance; but had not for any other purpose made the solicitor their agent, and had not, unless the acceptance of such suggestion as aforesaid constitutes agency, made Richardson & Watson their agents at all; and (2) those purchasers who had employed no solicitor in the matter, but had merely requested Richardson & Watson to see to the business, and had accordingly left the whole transaction in their hands, the solicitor being directly employed by them, not by the purchaser.

We are not aware that the agency of a solicitor differs as regards the general principles regulating it from any other kind of agency; though no doubt, in so far as the consequences of agency are controlled by the purposes for which the agency is conferred, the consequences of employing a solicitor for the limited purpose of preparing a conveyance may be (as Mr. Justice Fry held that they were) very different from the consequences of employing a general agent. There are two rules which may be deduced from the previous cases upon this subject which seem to rest, much more securely than others, upon a sound basis of common sense:—(1) That the notice must come to the agent during the existence of the agency, in order that it may be imputed to the principal; and (2) that such notice also must be notice of something which is relevant to the purpose for which the agency has been conferred upon the agent. These rules, and especially the last one, cannot be denied without absurdity: nothing would be more absurd, for example, than to hold that a purchaser is affected with notice of whatever happens to be known to a person whom he makes his agent for the mere purpose of accepting delivery of a deed, after it has been signed and sealed, from the vendor. By parity of reasoning, the fact that a solicitor has been made a purchaser's agent for the mere purpose of preparing the conveyance, ought to affect the purchaser with notice only of such things as concern the form of the conveyance, not with notice of such things as concern the investigation of the title.

It may at least very plausibly be maintained that the existence of the lien was a matter which concerned the title and not the form of the conveyance; and, upon this ground, we could have been content, if the matter had been *res integra*, to give judgment, upon this point, in favour of these purchasers. Mr. Justice Fry seems to have arrived at the same result by a much more circuitous route. He appears to have thought that the solicitor in question had not, in fact, any actual notice of the lien; and also to have thought that, under the peculiar circumstances of the case, the solicitor might reasonably abstain from investigating the title, and, therefore, that he was affected with no constructive notice. It followed that, no notice of any kind, actual or constructive, existing in the mind of the agent, there was nothing which could be imputed to the principal. It will be seen that if the rules to be considered were confined to those which we have above laid down, they would tend to render both these inquiries superfluous.

The question still remained, whether a purchaser under the aforesaid circumstances has not, by omitting to employ a solicitor to investigate the title as well as to prepare the conveyance, himself been guilty of culpable negligence which suffices, apart from all questions of agency, to affect him constructively with notice of whatever he would have discovered if the title had been properly investigated; but with this question our present subject is not concerned. In the case now being considered the question was determined with reference to special circumstances.

If the things of which notice is acquired through an agent could be limited to things which are relevant to the scope of his agency, and no further limit were imposed, the law would certainly be much simplified, and we fail to see how injustice would be done. Unfortunately, in the course (as seems not improbable) of their perquisitions after this conclusion, the courts frequently used language admitting of ambiguous interpretation. They frequently talked about things which *it was the duty of the agent to communicate* to the principal. It is easy to see how the two ideas might seem to be practically identical for the present purpose; yet their practical effect, regarded as a test, has been very different. When the courts spoke of the duty of the agent to communicate to the principal, they may possibly have meant to apply this question merely as a criterion to distinguish what was relevant matter from what was irrelevant; but they were understood to make the question of notice depend upon the fact of the communication; so that the further question arose—Might rebutting evidence be put in, to show that, whether it was or was not the duty of the agent to make the communication, the communication was, in fact, not made? This question would never have arisen if the matter had been placed upon what we regard as the true ground. It was necessary, for several reasons, to find a negative answer to this question; and after some hesitation, the courts seem to have found a negative answer, at the expense of giving a rather absurd reason for it. "The court," said Mr. Justice Fry, in the general review of the law with which he prefaced his remarks, "always holds that he did communicate it, not because in many cases he did, in fact, communicate it, but because, as I understand it, *it would be too dangerous to inquire whether the communication was really made; it would open the door to perjury.*" The apparition of this venerable scare-crow "opened the door" to a further subtlety, which, as we are inclined to think, unfortunately succeeded in fastening itself upon the law. Suppose that the rebutting evidence lies in the fact that the circumstances themselves (which cannot be sworn) make it very improbable that the communication was, in fact, made: suppose, for example, that the agent could not have made the communication without also communicating the particulars of a fraud committed by himself; may we not take this (without any danger of perjury) to be a sufficient rebutter of the presumption that the communication was made to the principal? The courts, probably entangled by their previous reasoning, have certainly not answered this question in the negative. The case of *Kennedy v. Green* (3 My. & K. 699)—to which the principle is commonly traced that notice through an agent will not be imputed, when such notice implies the communication by the agent of his own fraud to the principal—though it has been distinguished, has never been overruled. It has been often cited with respect, and in the case now before us Mr. Justice Fry treats the law sup-

posed to be contained in it as settled. Though that principle of law appears, in *Kennedy v. Green*, rather as a matter of inference than of direct decision, there is little reason to doubt its authority.

It would follow from the principles which we have laid down, that those purchasers in the case before us who were held to have made Richardson and Watson their general agents, were affected with notice of whatever comes within the scope of the general agency; and among these things seems to be the cognizance of the previous vendor's lien for unpaid purchase-money. Those principles would have rendered superfluous the question, whether the conduct of Richardson and Watson had been fraudulent in the manner required by the doctrine of *Kennedy v. Green*, in order to relieve their principals of notice; a question which Mr. Justice Fry was, as the law stands, obliged to consider with great care, before he found himself able to come to the same conclusion as that which we propose.

The transactions which we have been considering took place a long while before the coming into operation of the Conveyancing Act, 1882. We think it not impossible that section 3, sub-section (1), of that Act may have been intended to lay down the doctrines which we have been advocating. That sub-section enacts, among other things, that a purchaser shall not be prejudicially affected by notice of any instrument, fact, or thing, unless, *in the same transaction with respect to which a question of notice to the purchaser arises*, it has come to the knowledge of his counsel, *as such*, or of his solicitor or other agent, *as such*. The first passage in italics is a tolerably clear enunciation of our first rule; and the phrase *as such*, when we remember the eccentric phraseology habitually employed by that Act and its elder brother, might very well be taken to signify our second. But in so far as our rules would tend to simplify the law, by practically getting rid of *Kennedy v. Green*, the benefit offered for a moment by sub-section (1) seems to be promptly retracted by sub-section (3); which enacts that a purchaser shall not, by reason of anything in this section, be affected by notice in any case where he would not have been so affected if this section had not been enacted. The reader may, therefore, "take notice" that the doctrine of *Kennedy v. Green* seems to remain in full vigour. We incline to the opinion that the law upon this branch of constructive notice would be both simplified and improved if it were made to depend upon the mere question of relevant agency, without any reference to the question whether a communication was, in fact, made by the agent to the principal.

## USUAL PROVISIONS IN LEASES.

### II.

We attempted last week to elicit from the decisions some general principles with reference to the test to be applied in order to ascertain what provisions should be inserted in a lease made under a general and indefinite agreement for a lease, or under an agreement for a lease with "usual provisions." We are not aware that the task has been before undertaken, and it is certainly one of no little difficulty. It is necessary, however, to attempt it in order to deal satisfactorily with the subject, and in spite of the chaotic condition of the decisions, we think that some leading principles may be eliminated. It is apparently settled by recent decisions that the question is one of fact, depending on the usage prevalent at the time in leases of property of a similar character; and that usage is to be ascertained either from leading collections of conveyancing precedents or from the evidence of leading conveyancers. But we ventured to lay down, as an exception to this test, a rule which appears to have been clearly established by Lord Eldon in *Church v. Brown* (15 Ves. 258), and is in accordance with legal principle—viz., that no provision should be inserted in the lease which tends to abridge or qualify the legal incidents of the estate agreed to be granted, however usual such provision may be.

This exception appears to have been singularly lost sight of, both in text-books and in recent decisions. Thus even the learned Master of the Rolls, in *Hampshire v. Wickens* (26 W. R. 491, L. R. 7 Ch. D. 555), seemed to treat the question of whether a covenant against assigning and underletting should be inserted as depending wholly on the usual practice, and he examined David-

son's Precedents to see whether the practice in this respect had changed since Lord Eldon's time. We venture, with great deference, to think that the usual practice had nothing to do with the matter. As this leading rule will have to be frequently appealed to in our consideration of the insertion or non-insertion of particular provisions in leases, it may be well to explain more fully the authority on which it rests.

Lord Eldon, in *Church v. Brown* (15 Ves. 258), referring to Lord Thurlow's decision in *Henderson v. Hay* (3 Bro. C. C. 632), said that Lord Thurlow's meaning was "that the party had a right to those covenants that would be inserted in the execution of an agreement for a lease, arising out of the general, well-known practice as to such leases, and not contradicting the incidents of the estate belonging to a lessee, *one of which is the right to have the estate without restraint beyond what is imposed upon it by operation of law*, unless there is an express contract for more . . . covenants in this sense incidental as regulating the obligations expressed or implied, *not in contradiction to the quantity of interest which the demise itself, without special words, was by the agreement to give to the lessee.*" This seems to be as clear a statement of a test as could be found, and it was upon the strength of this decision that, in *Van v. Corfe* (3 My. & K. 269), and *Buckland v. Papillon* (L. R. 1 Eq. 477), it was held that a covenant against assigning or underletting could not be inserted in the lease. The test was also most fully recognized by that learned and accurate judge, Sir James Wigram, in *Blakesley v. Whieldon* (1 Hare, 176). Speaking of Lord Thurlow's decision in *Henderson v. Hay* (3 Bro. C. C. 632), he said, "By the term 'incidental to the lease' I understand Lord Thurlow to mean such covenants as were necessary to protect a leasehold interest, *without affecting its legal incidents*, and no other covenants. . . . In *Church v. Brown*, Lord Eldon, after great consideration, upheld Lord Thurlow's decision in *Henderson v. Hay*; and decided that . . . both lessor and lessee would be entitled to such covenants as were *strictly incidental to the subject of the agreement, and to no others.* . . . Covenants become usual and proper covenants only because, by common consent, they are found essential to perfect the contract between the parties." It is, we submit, impossible to account for the decision of the Appeal Court in *Hodgkinson v. Crowe* (23 W. R. 885, L. R. 10 Ch. 622) on any other principle than that laid down by Lord Eldon. Lord Justice James in that case expressly cites the observations of Lord Eldon firstly above quoted; counsel for the appellant relied upon the circumstance that the proviso sought to be inserted in the lease was "in contradiction to the quantity of interest which the demise itself was by the agreement to give to the lessee," and the Lord Justice said in his judgment "that it is impossible upon any principle to hold that a man who has entered into an agreement for a lease for a term of years absolute, is obliged to take a lease for a term of years determinable upon the breach of some one of a great number of conditions, covenants, or stipulations contained in the lease." This seems to mean that the provisions to be inserted in a lease made under a general agreement for a lease must not contradict or qualify the interest of the lessee—which is exactly what Lord Eldon laid down. We must admit, however, as we remarked last week, that the judgment does not bring the principle out very clearly, and we are not aware of any very recent decision which is explicitly based upon it. But we think that it is sufficiently well established to serve as a test with regard to provisions in leases as to which decisions have not yet occurred, especially as it accords with the tendency of our courts against implying restrictive provisions. The English law, as Mellish, L.J., said in *Erskine v. Adeane* (L. R. 8 Ch., at p. 763), "is distinguished from the law of almost all other countries by the fact that it does not imply contracts and agreements to anything like the same extent, but generally obliges those who make contracts to insert in those contracts all the stipulations by which they intend to be bound. No doubt there are cases in which obligations may be implied, but, as a general rule, the man who wishes to have a particular stipulation for his benefit must take care to have that stipulation inserted in the contract."

We come now to consider the particular provisions which have been held, or may be considered, to be usual in leases. We pro-



pose to take the provisions of an ordinary lease in the order in which they occur, leaving the usual provisions of an underlease for subsequent consideration. No question arises until we come to the

**Exceptions and Reservations.**—In the case of a lease of a house there can be no doubt that no exceptions or reservations can be inserted which have not been expressly stipulated for. But in the case of agricultural leases it is unquestionably usual to except timber and minerals, and to reserve the exclusive right of killing or taking game. It need hardly be said that all the agricultural leases in Davidson and Prideaux contain these exceptions and reservations. There are, moreover, obvious practical reasons for their insertion. Unless trees are excepted, the tenant's right to cut timber for housebote, ploughbote, &c., comes into operation, and may, in the hands of a malicious tenant, be productive of much injury to the estate. The reservation of the right to game is, of course, necessary, even since the Ground Game Act, if the landlord is to have a concurrent right to kill hares and rabbits. Nevertheless (although we are not aware of any authority on the subject) it would seem that these exceptions and reservations cannot be inserted in a lease made under an indefinite agreement for a lease. It is clear that by our law a contract of letting land for agricultural purposes (unlike the rule of Scotch law: see *Copland v. Maxwell*, L. R. 2 Sc. App. 103) gives the tenant all rights accessory to the right of property, although such rights have no connection with the enjoyment of the land for the purpose for which it is let. The exceptions and reservations are, therefore, a qualification of the estate agreed to be granted to the tenant, and, under the principle laid down in *Church v. Brown* they cannot be inserted unless expressly stipulated for, however usual they may be.

The same principle, it is presumed, will apply to the ordinary exceptions and reservations in mining leases of coal, &c., for support of pits and for barriers, and reservations of rights with reference to the working by the lessor of other mines or seams. So far as such exceptions and reservations tend to inconvenience or hinder the lessee in his working, they are a contradiction or qualification of the estate or interest agreed to be granted to him. It is true that in *Hodgkinson v. Crowe* (23 W. R. 406, L. R. 19 Eq. 591) Bacon, V.C., said that under an agreement for a lease "with all usual and customary mining clauses," the landlord was entitled to have inserted in the lease "all the customary covenants and provisions applicable to mining operations. To that extent he is entitled. No doubt, there are many special provisions, such as the manner and time of working, protection against the influx of water, &c., all of which are customary in mining leases, to every one of which the plaintiff is entitled from his lessee." But this judgment was delivered before the Appeal Court had in the same case cited and applied the principle laid down by Lord Eldon.

The reservation in a mining lease of liberty to the lessor and his agents and workmen to enter to examine the workings rests on a different footing. It is obviously requisite in order, as Sir James Wigram said, to "perfect the contract between the parties;" "the contract, without any express stipulation, would carry in *gremio* the right of entry, which was necessary to protect the interest of the lessor." In other words this reservation does not qualify the estate or interest of the lessee and is essential for the protection of the lessor, hence it should be inserted in a mining lease made under an indefinite agreement: *Blakesley v. Whieldon* (1 Hare, 176).

The Lord Chancellor has appointed Mr. Thomas Salt, M.P., to be an Honorary Commissioner in Lunacy, without salary.

The directors of the Great Eastern Railway Company have appointed Mr. William Frederic Fearn, solicitor, to be solicitor for the company, in the place of Mr. C. A. Curwood, who has resigned in consequence of ill-health.

A letter was read at the Dorset Quarter Sessions, on Tuesday, from Lord Portman resigning the office of chairman on account of ill-health and advanced age. Mr. J. Floyer, M.P., was selected to succeed him.

In pursuance of the arrangements made by the Lord Chancellor, the Wreck Commissioners' Office, together with the Registry of the Court of Survey for London, have been moved from Somerset House to the West Wing of the Royal Courts of Justice.

## CORRESPONDENCE.

### THE REMUNERATION ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—The Remuneration Order is now in force. Perhaps some of us who have been considering its scope and effect have come to the conclusion that it will not, in practice, make so much difference after all. The Act evidently contemplates only the regulation of charges as between the solicitor and his client (and even as between them it recognizes the right of contract) and I see nothing in the Act or in the Order to prevent any lessor's solicitor or any mortgagee's solicitor from making a specified sum for himself part of the bargain. This point was touched by your correspondent "H. R."—though not happily; for the *forcible purchaser* is just the one description of third party to whom it might fairly be contended the scale should apply.

But if anyone expects to get a lease on a great London estate cheaper than heretofore, I fancy he is mistaken; or if any one who wants to raise a large loan thinks to come off easier by reason of this Act and Order, he will probably find it otherwise.

Even in sales and purchases the solicitor "of high standing" and the auctioneer "of high standing" will probably suffer little, and it has seemed to me that to test the working of the Order by reference to them is a mistake.

I suspect that in many offices "of high standing" a scale of charge has hitherto prevailed considerably in excess of the recognized tariff, and that in such offices the solicitor will continue to charge, and the client contentedly pay, in happy indifference to Act and Order alike.

Nay, even outside that select circle, the unfortunate subordination of the practice of all England outside Lancashire to the practice of that limited though important section of England, may not prove so terrible in operation as in aspect. For the Order allows payment to valuers; and any competent valuer who is also an auctioneer may still be paid a reasonable fee for a report, while a small additional fee for pupil duty will not, except in small cases, reduce the solicitor's scale charge so very seriously.

I cannot approve the tone in which some of your correspondents have spoken of auctioneers as a class. They were unfortunate if they sought advice on value of land or house of men who were qualified only to appraise tables and chairs, or they were exceptionally fortunate if their own knowledge and experience enabled them to dispense with such advice. It was not without surprise that I learned that among the *famous* of so important a region as Lancashire no such animal as a land and house valuer of decent capacity is to be found; the more so, because in Manchester I had recently received valuable assistance from a competent and energetic person who was also an auctioneer.

I am glad to say that my own experience enables me to speak favourably on the whole of those gentlemen of known position (I will not even limit it to those "of high standing") whom I or my clients have employed in such matters. There are incompetent men and greedy men in every calling, and the not too creditable practice of sharing the auctioneer's commission has not improved the auctioneer, whatever effect it may have had on the solicitor. I grant, too, that the auctioneer's fee, considered as remuneration for the pupil business, is excessive, and if nothing but that is, in any given case, required, a very moderate fee ought to suffice. But I fail to see why, under this Order, the valuer and the auctioneer, whether represented by one or by different individuals, may not still be paid in each case *quantum meruit*.

Yet the principle adopted in framing the scale was unfortunate because it is wrong in principle and unfair in operation in a very large class of cases, and because unless it were clearly right and fair, it was improper to prefer provincial (*pace* Liverpool) to general usage. That it is wrong in principle and capable of being unfair in operation, I think has been sufficiently shown in your pages already. Opinions will, perhaps, differ on this head, but what must appear incontestable to anyone who works out the figures practically is, that it deals very hard measure to solicitors in the small transactions which form the chief part of professional business. Each of us will form his own estimate from the data of his own experience, and will accordingly fix higher or lower the point below which the scale (apart from conduct and negotiation) repays skilled labour inadequately. I should fix that point, myself, at £3,000. Taking things all round—auctions and private sales, easy titles and prompt bargains, along with troublesome and tedious ones—this is the lowest figure at which the scale pays the solicitor fairly. If he has to take journeys, it does not pay him then.

Now, at least four-fifths of the conveyancing business of nine-tenths of our body deals with transactions under £3,000. That is my belief. I write subject to correction by any of your readers who have wider experience (many have, no doubt), and it is these, and not the plump subjects of "high" practice, that the Order (outside Lancashire) exercises its teeth upon.

Yet it was the effect on these which (in my humble opinion) ought to have been chiefly considered, and which solicitors at large, ignorant

themselves of what was proposed, had a right to expect should be considered—considered by the council at least, if not by these eminent persons who could not be practically familiar with the subject.

I think that expectation has been sadly disappointed. Besides the omissions and equally unlucky suggestion which have already been discussed in your columns, the council seem to me to have fixed the assumed point of remunerative charge too high, and to have regarded too little the vast mass of small transactions. In other words, the scale charge should have been fuller at its lower end. And this became all the more important if the Lancashire system was to prevail.

For myself, I have always desired an authorized and compulsory *ad valorem* scale of charge in matters to which it is suited. These, I take to be sales, loans, and (perhaps) leases. To extend it to marriage settlements seems to me impracticable; certainly so while the preposterous custom subsists of making the intended husband pay for the settlements all round.

But the result, on the whole, of the labour bestowed on the scale now under consideration is very discouraging. I venture to prophesy that, whereas, modified but slightly, it would have been received as a boon, it will, as it stands, be avoided by the great body of solicitors as often as possible.

A MIDDLESEX SOLICITOR.

#### THE TWO PROFESSIONAL CHARITIES.

[To the Editor of the Solicitors' Journal.]

Sir,—The recent decision (in November last) of Mr. Justice Kay in *Re Appleton*, deceased, whereby a legacy of £2,211 19s. 11d. consols was directed to be paid (less costs of all parties) to the Solicitors' Benevolent Association, and not to the Law Association, again brings before us the desirability of an amalgamation of these two charities, and, as it is now several years since any attempt was made to carry it out, may we crave your permission to lay the matter before your readers, and to solicit the great benefit of your own aid and sympathy.

And first we desire to support our views by the following extracts from speeches of four of the Judges who have at different times acted as chairmen at the annual festival of the "Solicitors' Benevolent Association," viz.:

Extract from the speech of the Lord Justice Selwyn on the 9th of June, 1869.

"I speak under great difficulty, for I have very imperfect means of knowledge, but when I find two societies in the same branch of the profession, and having separate offices and separate expenses, I cannot help thinking that it would be wise to make an attempt to amalgamate the two societies. I am not following the example of Mr. Justice Hannen, because I think it is an amalgamation very germane to the question before us. The Law Association is a most excellent one and every way worthy to be placed by the side of this society, and its objects are similar, whilst it has been longer in existence. It is a society formed for the purpose of assisting the widows and families of solicitors in the metropolis and its vicinity. It has become difficult to say what the metropolis and the vicinity include, because London is going out of town, and the country is coming into the town, and I should be sorry to define what is the metropolis. I think by an amalgamation of these two societies the expenses could be diminished, and both societies would be benefited. It may be presumptuous in me to throw out the hint (orien of "No, no"), but long before I knew of the existence of this society I was an advocate of amalgamation. There is a great waste of resources in the expenses of administration of charities. I believe in an office being opened where you can go and pay your cheque and say the particular charities you wish to subscribe to, and then be done with it."

Extract from the speech of Lord Selborne on the 17th of June, 1874.

"When the late Lord Justice Selwyn presided over a similar meeting in 1869 he adverted to the fact that there were two societies among solicitors, engaged in a work of very nearly the same kind—this society, which comprehended the relief of solicitors and their families in all parts of the kingdom, and the Law Association, which confined its benefits to the widows and families of attorneys in the metropolis. It appeared that this society had a funded capital of £28,806, and the Law Association had also a funded capital of still larger amount—viz., £33,844. The yearly income arising from the funded capital of this association is £1,148, and from the other £1,200. One could not help being struck that the society they had met to promote was a comprehensive and prosperous society, with a larger number of annual subscribers, while the other society was limited to the metropolis, and was not equally progressive; and one could not but suspect that it would be a good thing if the two societies could unite their energies; because it was very manifest that the existence of a separate society for the metropolis which did not appear to possess equal active vitality, must be a drawback upon the success of the Solicitors' Benevolent Association. With regard to the existing funded capital of the other society, it might be that a provision might be made for the vested interests of the metropolitan solicitors." After some comments upon the statistics of both societies, in the course of which he contrasted the expenses of management with the amount expended in relief by each society, the noble lord suggested the expediency of uniting this association with that for the relief of solicitors and their families in the metropolis.

Extract from the speech of Sir George Jessel on the 26th of June, 1878.

"In every calling of which they had knowledge societies existed for the benevolent purpose of aiding their poorer members and their families, and he would mention that there was in existence another institution amongst the solicitors whose efforts were limited to a section only of the members of the profession—namely, those residing in London or its vicinity. He had little doubt that the benevolent exertions of the rival societies ended as they always did end, in helping the cause of charity, but the existence of two associations having the same object must burden the contributions of the benevolent with a double set of expenses, which had to be deducted from the funds of the two societies before the surplus could be applied to charitable purposes. He hoped that both bodies would at no distant day be amalgamated and give one more illustration of the well-known and well-worn adage that 'Union is strength.' They would thereby not merely save in the cost of management, because the same staff, no doubt, would practically suffice for the two societies, and therefore save half the cost; but the thing would, he believed, cause an increase in the contributions of the members, for it would become a grander society, a larger society, and more thoroughly the solicitors' society, and in every way, he had no doubt, it would increase in prosperity, in usefulness, and in charity."

Extract from the speech of Sir James Hannen on the 30th of June, 1880.

"I have had brought to my notice, but in a manner which prevents my doing justice to the subject, one matter which I know has been advocated by those who have preceded me in the chair. That is the fact of another society having similar objects to your own. I remember reading—I think it was in the observations made by the Master of the Rolls on the subject—some remarks which struck me as being characterized by eminent good sense; and I trust it will be possible to bring about that economy which will be the natural result of uniting your efforts and working for the particular objects you have in view, with a diminished staff which will be amply sufficient if the two societies should be united."

#### "LAW ASSOCIATION."

Instituted, 1817.

Present invested capital, about

£36,000.

Yearly income from subscribers, &c.,

£500.

Investments, £1,220.

Number of life members, 140.

Number of annual members, 240.

Amount last year granted to mem-

bers, £1,465.

Ditto to non-members, £150.

Amount of annual subscription,

£2 2s.

Ditto of life, £21.

#### "SOLICITORS' BENEVOLENT."

Instituted, 1858.

Present invested capital, about

£45,000.

Yearly income from subscribers, &c.,

£1,900.

Investments, £1,600.

Number of life members, 1,040.

Number of annual members, 1,740.

Amount last year granted to mem-

bers, £1,600.

Ditto to non-members, £2,000.

Amount of annual subscription,

£1 1s.

Ditto of life, £10 10s.

Some years ago, when the capital of the "junior" society was smaller than that of its "senior," objection was taken by some of the members of the "senior" to an amalgamation, upon the ground that an injustice might be done to those entitled to relief from the funds of the "senior" by reason of those funds being applied to the relief of the members, &c., of the amalgamation to the detriment of those belonging originally to the "senior" society.

The largely increased capital and income of the "junior," we think, now preclude any anxiety on this score, but to prevent any possible injustice, the funds of the "senior" might, for a period of, say, twenty-five years to come, be made primarily liable to relieve the members, &c., of the "senior" before any part thereof should be applicable to the members of the amalgamation generally.

The number of members who now yearly join the "senior" does not equal those who die and retire.

An amalgamation would not only save considerably for working and other expenses, but also avoid the present duplication of cases coming before the directors for relief.

There would, of course, be a falling off to some extent in income by reason of those who now pay to the senior two guineas per annum only paying one guinea, as also upon the few and far between persons joining the "senior" as life members, and paying £21 instead of £10 10s., but this loss would be far more than covered by the saving in working expenses.

January 2.

A., B., AND C.,  
Members of both societies.

#### THE SPECIAL MEETING OF THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—I beg to enclose copies of resolutions which I intend to move at the forthcoming meeting of the Incorporated Law Society on the 31st prox.

Besides these matters I believe a very interesting report upon the subject of County Courts will come up for discussion.

15, Walbrook, E.C., London, December 30.

EDMUND KIMBER.

[The following are the resolutions referred to:—

1. That, while admitting that the delay in administration actions in the Chancery Division is, in some cases, due to that want of acquaintance with practice on the part of the professional men engaged which is common to all professions, this society cannot admit the justice or



accuracy of Mr. Justice Kay's remarks with regard to the profession generally, especially as that delay notoriously arises principally from the way in which business is conducted by the officials of the court, and the immense amount of work they have to get through.

2. That the council be requested to draw the attention of the proper authorities to the insufficient number of chief clerks and taxing masters in the Chancery Division, and the necessity of allowing orders to be drawn up by the solicitors themselves, as in bankruptcy, and to the evils at present arising from the taxation of costs being stopped during the vacation.

3. That all offences, such as negligence, contumacy, &c., on the part of judges and other officers of the law, ought to be summarily punishable on a complaint duly made to a Minister of the Crown (who should be called "the Minister of Justice") and heard in open court.

4. That no application against a solicitor ought to be entertained unless upon notice of motion, supported by affidavits, and the offensive method of posting up his name "*In re So and So, a Gentleman*," &c., instead of like other motions, "*So and So v. So and So*" is libellous, unfair, and oppressive, and treatment that no learned body of men ought to be subjected to.

5. That when causes are referred, and not fought, all fees paid to counsel, with the exception of consultation fees, ought to be returned, and that no jury or court fees ought to be charged, and no case ought to be referred which is not a matter of account, unless by consent.]

#### REMUNERATION OF SPECIAL REFEREES.

[To the Editor of the Solicitors' Journal.]

Sir,—As I observe that the working of the Judicature Act, 1873, so far as it concerns official and special referees, has lately been under discussion in your columns, may I be allowed, through the same medium, to draw the attention of your readers to the practical working of the Act with regard to the remuneration of special referees.

The 56th section of the Act provides that the remuneration of special referees is to be determined by the court, but it does not state when or how.

I would point out that an order has been made providing for the payment of the official referees' fees *in advance*, but no provision appears to have been made with regard to the payment of the fees and expenses of special referees, nor have I yet discovered any book of practice in which the proper mode of proceeding is laid down.

It appears that the practice recommended by the authorities in the Central Office as the proper course for a special referee to adopt when he has prepared and signed his report is as follows:—To give notice to both sides that his report is ready, and that it will be filed upon payment of his fees and expenses, stating them.

This course, I understand, has been followed in a very great number of cases without condemnation by, and therefore, I presume, with the approval of, those judges who have had to adjudicate upon the reports; but, at first sight, it hardly appears to be consistent with the spirit or letter of that part of the 56th section which I have quoted. At the same time, it seems the only practical course for the referee to adopt, for if he files his report before obtaining his fees, how is he afterwards to support his claim for his fees and expenses before the court, assuming that the court does not take quite the same view of the value of his services, or, as is not impossible, that his report pleases neither party? In any case, he can hardly rely upon the support of either litigant, and it is not difficult to conceive a case in which both sides would be interested in cutting down his claim to the lowest possible limit.

It seems to me that it would be advantageous to the profession and the public if the practice were settled by an order of the court, and I should be glad if this letter were the means of drawing attention to this subject, and of eliciting the opinion of those of your readers who have had practical experience in such matters. A LONDON SOLICITOR.

December 28.

#### QUERY.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly insert the enclosed question in an early issue of the SOLICITORS' JOURNAL, and oblige. AN ARTICLES CLERK.

December 30.

"A. and B., trustees of a marriage settlement, advance £1,000 on mortgage of a leasehold house; they obtain an order in an action for foreclosure, and some time after sell for a sum more than sufficient to repay the mortgage money, interest, and costs. Are they, being trustees, and having satisfied their trust, bound to pay the balance to the mortgagor?"

\* \* With regard to our remarks last week on the statement which appeared in a Pontefract paper that the West Riding justices at Pontefract had refused to hear a case cited from a report which was not a "State report," we have received a letter from Mr. Leatham, clerk to the justices, who says—A solicitor (Mr. Atkinson) "applied to the West Riding justices for a warrant of ejectment against a tenant who paid a rent of £24 per year. He was at once told that the justices had

no jurisdiction, when he produced a number of the *Justice of the Peace*, with the intention of quoting a report of a case which he asserted would prove the justices were wrong in refusing to hear the application. The justices were satisfied that if the report in the *Justice of the Peace* laid this down as law, that the report must be an inaccurate one, and, using the undoubted discretion they had in the matter, they refused to admit the report as evidence, but suggested to Mr. Atkinson that they would be willing to grant an adjournment to enable him to produce an authorized report of the case. No mention was made of any "State" reports, except by Mr. Atkinson, and I must confess that I was somewhat astonished to hear him inform the justices that they were bound to admit the reports of any legal proceedings from daily or weekly papers, either local or general, and that they had no discretion in the matter. I may add that I have since looked into the case which Mr. Atkinson was so anxious to quote, and find that it has no bearing whatever upon the question before the justices."

#### NEW ORDERS, &c.

##### RULES OF THE SUPREME COURT.

DECEMBER, 1882.

1. These Rules may be cited as "The Rules of the Supreme Court, December, 1882," or each separate Rule may be cited as if it had been one of the Rules of the Supreme Court, and had been numbered by the number of the Order and Rule mentioned in the margin.

2. These Rules shall come into operation on the 1st of January, 1883.

##### ORDER LXb.

###### LOCAL REGISTRATION OF BILLS OF SALE.

3. [Order LXb. Rule 1. *Abstract.*] The abstract of the contents of a Bill of Sale, required by the Bills of Sale Act (1878) Amendment Act, 1882, to be sent to the Registrar of a County Court, shall be in the form given in the Schedule hereto.

4. [Order LXb. Rule 2. *Abstract to be sealed and dated.*] The abstract shall be sealed with the seal of the Bills of Sale Department of the Central Office of the Supreme Court of Judicature, and dated on the day on which it is sent by post to the Registrar of the County Court named therein.

5. [Order LXb. Rule 3. *Abstracts to be numbered and filed.*] The Registrar shall number the abstracts in the order in which they shall be received by him, and shall file and keep them in his office.

6. [Order LXb. Rule 4. *Index, how to be kept.*] The Registrar shall keep an index, alphabetically arranged, in which he shall enter under the first letters of the surname of the mortgagor or assignor such surname with his Christian name or names, address, and description, and the number which he has affixed to the abstract.

7. [Order LXb. Rule 5. *Search and inspection of abstract.*] The registrar shall allow any person to search the index at any time during which he is required by the County Court Rules for the time being to keep his office open, upon payment by such person of one shilling; and to make extracts from the abstract upon payment of one shilling for each abstract inspected.

8. [Order LXb. Rule 6. *Office copy of abstract.*] The Registrar shall also, if required, cause an office copy to be made of any abstract, and shall be entitled for making, marking, and sending the same to the same fee as is payable in the Bills of Sale Department of the Central Office of the Supreme Court of Judicature—viz., sixpence per folio.

SELBORNE, G.  
COLERIDGE, C.J.  
G. JESSEL, M.R.  
NATH. LINDLEY, L.J.  
H. MANISTY, J.  
EDW. FRY, J.

#### SCHEDULE.

##### ABSTRACT OF BILL OF SALE FOR LOCAL REGISTRATION.

Mortgagor or Assignor.	Residence and Occupation.	Mortgage or Assignee.	Nature of Instrument and Consideration.	Nature of Property assigned.	Amount secured, and how repayable.	Rate of Interest.	Date of Instrument.	Date of Registration.

To the Registrar of the County Court of \_\_\_\_\_

holden at \_\_\_\_\_

Sent on the \_\_\_\_\_ day of \_\_\_\_\_, 188

L.S.

SETTLED LAND ACT, 1882. CONVEYANCING ACT, 1882.  
CONVEYANCING AND LAW OF PROPERTY ACT, 1881.  
RULES OF THE SUPREME COURT, AND ORDER AS TO COURT  
FEES.

December, 1882.

RULES UNDER THE SETTLED LAND ACT, 1882.

1. The expression "the Act" used in these rules means the Settled Land Act, 1882.

Words defined by the Act when used in these rules have the same meanings as in the Act.

The expression "the tenant for life" includes the tenant for life as defined by the Act, and any person having the powers of a tenant for life under the Act.

2. All applications to the court under the Act may be made by summons in chambers; and if in any case a petition shall be presented without the direction of the judge, no further costs shall be allowed than would be allowed upon a summons.

3. The forms in the appendix to these rules are to be followed as far as possible, with such modification as the circumstances require. All summonses, petitions, affidavits, and other proceedings under the Act are to be entitled according to Form I. in the Appendix.

4. The persons to be served with notice of applications to the court shall, in the first instance, be as follows:—

In the case of applications by the tenant for life under sections 15 and 34, the trustees.

In the case of applications under section 38, the trustees (if any), and the tenant for life if not the applicant.

In the case of applications under section 44, the tenant for life, or the trustees, as the case may be.

No other person shall in the first instance be served. Except as hereinbefore provided, where an application under the Act is made by any person other than the tenant for life, the tenant for life alone shall be served in the first instance.

5. Except in the cases mentioned in the last rule, applications by a tenant for life shall not in the first instance be served on any person.

6. The judge may require notice of any application under the Act to be served upon such persons as he thinks fit, and may give all necessary directions as to the persons (if any) to be served, and such directions may be added to or varied from time to time as the case may require. Where a petition is presented, the petitioner may, after the petition has been filed, apply by summons in chambers (Appendix, Form XXIII.) for directions with regard to the persons on whom the petition ought to be served. If any person not already served is directed to be served with notice of an application, the application shall stand over generally, or until such time as the judge directs. The judge may in any particular case, upon such terms (if any) as he thinks fit, dispense with service upon any person upon whom, under these rules, or under any direction of the judge, any application is to be served.

7. It shall be sufficient upon any application under the Act to verify by affidavit the title of the tenant for life and trustees or other persons interested in the application unless the judge in any particular case requires further evidence. Such affidavit may be in the form or to the effect of Form No. VIII. in the Appendix.

8. Any sale authorized or directed by the court under the Act shall be carried into effect out of court, unless the judge shall otherwise order, and generally in such manner as the judge may direct.

9. Where the court authorizes generally the tenant for life to make from time to time leases or grants for building or mining purposes under section 10 of the Act, the order shall not direct any particular lease or grant to be settled or approved by the judge unless the judge shall consider that there is some special reason why such lease or grant should be settled or approved by him. Where the court authorizes any such lease or grant in any particular case, or where the court authorizes a lease under section 15 of the Act, the order may either approve a lease or grant already prepared or may direct that the lease or grant shall contain conditions specified in the order or such conditions as may be approved by the judge at chambers without directing the lease or grant to be settled by the judge.

10. Any person directed by the tenant for life to pay into court any capital money arising under the Act may apply by summons at chambers for leave to pay the money into court. (Appendix, Forms IX., X., XI.)

11. The summons shall be supported by an affidavit setting forth—

1. The name and address of the person desiring to make the payment.

2. The place where he is to be served with notice of any proceeding relating to the money.

3. The amount of money to be paid into court and the account to the credit of which it is to be placed.

4. The name and address of the tenant for life under the settlement by whose direction the money is to be paid into court.

5. The short particulars of the transaction in respect of which the money is payable.

12. The order made upon the summons for payment into court may contain directions for investment of the money on any securities author-

ized by section 21, sub-section 1, of the Act, and for payment of the dividends to the tenant for life, either forthwith or upon production of the consent in writing of the applicant; the signature to such consent to be verified by the affidavit of a solicitor. But if the transaction in respect of which the money arises is not completed at the date of payment into court, the money shall not, without the consent of the applicant, be ordered to be invested in any securities other than those upon which cash under the control of the court may be invested.

13. Money paid into court under the Act shall be paid to an account, to be entitled in the matter of the settlement, with a short description of the mode in which the money arises if it is necessary or desirable to identify it, and in the matter of the Act. (Appendix, Forms IX., X., and XI.)

14. Any person paying into court any capital money arising under the Act shall be entitled first to deduct the costs of paying the money into court.

15. In all cases not provided for by the Act or these rules, the existing practice of the court as to costs and otherwise, so far as the same may be applicable, shall apply to proceedings under the Act.

16. The fees and allowances to solicitors of the court in respect to proceedings under the Act shall be those provided by the Rules of the Supreme Court as to costs for the time being in force, so far as they are applicable to such proceedings.

17. The fees to be taken by the officers of the court in respect to proceedings under the Act shall be those provided by the Rules of the Supreme Court as to court fees for the time being in force, so far as they are applicable to such proceedings.

18. These rules shall come into operation from and after the 31st December, 1882.

19. These rules may be cited as the Settled Land Act Rules, 1882.

(Signed) SELBORNE, C.  
COLERIDGE, L.C.J.  
G. JESSEL, M.R.  
NATH. LINDLEY, L.J.  
H. MANISTY, J.  
E. FRY, J.

APPENDIX.

[We shall print the forms in the Appendix next week.]

RULES UNDER THE ACT FOR THE ABOLITION OF FINES AND RECOVERIES, AND SECTION 7 OF THE CONVEYANCING ACT, 1882.

1. No person authorized or appointed under the Act 3 & 4 Will. 4, c. 74 (in these rules referred to as the Fines and Recoveries Act), to take the acknowledgments of deeds by married women shall take any such acknowledgment if he is interested or concerned either as a party or as solicitor or clerk to the solicitor for one of the parties or otherwise in the transaction giving occasion for the acknowledgment.

2. Before a Commissioner shall receive an acknowledgment, he shall inquire of the married woman separately and apart from her husband and from the solicitor concerned in the transaction whether she intends to give up her interest in the estate to be passed by the deed without having any provision made for her; and where the married woman answers in the affirmative and the Commissioner shall have no reason to doubt the truth of her answer, he shall proceed to receive the acknowledgment; but if it shall appear to him that it is intended that provision is to be made for the married woman, then the Commissioner shall not take her acknowledgment until he is satisfied that such provision has been actually made by some deed or writing produced to him; or if such provision shall not have been actually made before, then the Commissioner shall require the terms of the intended provision to be shortly reduced into writing, and shall verify the same by his signature in the margin, at the foot, or at the back thereof.

3. The memorandum to be indorsed on or written at the foot or in the margin of a deed acknowledged by a married woman shall be in the following form in lieu of the form set forth in section 84 of the Fines and Recoveries Act:

"This deed was this day produced before me and acknowledged by therein named to be her act and deed [or their several acts and deeds] previous to which acknowledgment [or acknowledgments] the said was [or were] examined by me separately and apart from her husband [or their respective husbands] touching her [or their] knowledge of the contents of the said deed and her [or their] consent thereto and [each of them] declared the same to be freely and voluntarily executed by her."

4. When an acknowledgment is taken by any person other than a judge, the following declaration shall be added to the memorandum of acknowledgment:

"And I declare that I am not interested or concerned either as a party or as a solicitor or clerk to the solicitor for one of the parties or otherwise in the transaction giving occasion for the said acknowledgment."



5. A memorandum of acknowledgment purporting to be signed according to any of the following forms shall be deemed to be a memorandum purporting to be signed by a person authorized to take the acknowledgment:—

(Signed) A. B.  
A Judge of the High Court of Justice in England,  
or A Judge of the County Court of  
or A Perpetual Commissioner for taking acknowledgments  
of deeds by married women,  
or The special Commissioner appointed to take the aforesaid  
acknowledgment.

But this rule is not to derogate from the effect of any memorandum purporting to be signed by a person authorized to take the acknowledgment, though not signed in accordance with any of the above forms.

6. Nothing in the five preceding rules contained shall make invalid any acknowledgment which would have been valid if these rules had not been enacted.

7. Every commission appointing a special Commissioner to take an acknowledgment by a married woman shall be returned to the office of the registrar of certificates of acknowledgment of deeds by married women, and shall be there filed. An index shall be prepared and kept in the said office, giving the names and addresses of the married women named in all such commissions filed in the said office after the 31st of December, 1882. The same rules shall apply to searches in the index so to be prepared as to searches in the other indexes and registers kept in the Central Office.

8. The costs to be allowed to solicitors in respect of the matters herein-after mentioned, when not otherwise regulated by the general orders in force for the time being under the Solicitors' Remuneration Act, 1881, or by special agreement, shall be as follows; anything in the Rules of the Supreme Court as to costs, dated the 12th of August, 1875, to the contrary notwithstanding:—

*Charges under the Act 3 & 4 Will. 4, c. 74 (the Fines and Recoveries Act).*

£ s. d.

For the indorsements on deeds required by the Fines and Recoveries Act, to be entered on the Court Rolls of Manors of the memorandum of production and memorandum of entry on Court Rolls, to be signed by the Lord Steward or Deputy Steward, each indorsement of memorandum 5s., together . . . 0 10 0

For the entries on the Court Rolls of deeds and the indorsements thereon, at per folio of 72 words . . . 0 0 6

For taking the consent of each protector of settlement of lands . . . 0 13 4

For taking the surrender by each tenant in tail of lands . . . 0 13 4

For entries of such surrenders or the memorandums thereof in the Court Rolls, at per folio of 72 words . . . 0 0 6

9. The following Rules and Orders are hereby repealed, except as to certificates not lodged before the 1st of January, 1883, of acknowledgments by married women of deeds executed before the 1st of January, 1883, and the affidavits relating thereto:—  
The General Rules of the Court of Common Pleas, Hil. Term, 1834.  
The General Rules of the Court of Common Pleas, Trin. Term, 1834.  
The General Order of the Court of Common Pleas, dated the 24th of November, 1862.  
The General Order of the Court of Common Pleas, dated the 13th of January, 1863.

10. These Rules shall take effect from and after the 31st of December, 1882.

**RULES UNDER SECTION 2 OF THE CONVEYANCING ACT, 1882.**

1. Every requisition for an official search shall state the name and address of the person requiring the search to be made. Every requisition and certificate shall be filed in the office where the search was made.

2. Every person requiring an official search to be made pursuant to section 2 of the Conveyancing Act, 1882, shall deliver to the officer a declaration according to the Forms I. and II. in the Appendix, purporting to be signed by the person requiring the search to be made, or by a solicitor, which declaration may be accepted by the officer as sufficient evidence that the search is required for the purposes of the said section. The declaration may be made in the requisition, or in a separate document.

3. Requisitions for searches under section 2 of the Conveyancing Act, 1882, shall be in the Forms III. to VI. in the Appendix, and the certificates of the results of such searches shall be in the Forms VII. to X., with such modifications as the circumstances may require.

4. Where a certificate setting forth the result of a search in any name has been issued, and it is desired that the search be continued in that name, to a date not more than one calendar month subsequent to the date of the certificate, a requisition in writing in the Form XI. in the Appendix may be left with the proper officer, who shall cause the search to be continued, and the result of the continued search shall be indorsed on the original certificate and upon any office copy thereof which may have been issued, if produced to the officer for that purpose. The indorse-

ment shall be in the Form XII. in the Appendix with such modifications as circumstances require.

5. Every person shall upon payment of the prescribed fee be entitled to have a copy of the whole or any part of any deed or document enrolled in the Enrolment Department of the Central Office.

**RULE UNDER THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881.**

6. An alphabetical index of the names of the grantors of all powers of attorney filed under section 48 of the Conveyancing and Law of Property Act, 1881, shall be prepared and kept by the proper officer, and any person may search the index upon payment of the prescribed fee. No person shall take copies of or extracts from any power of attorney or other document filed under that section and produced for his inspection. All copies or extracts which may be required shall be made by the office.

(Signed) SELBORNE, C.  
COLBRIDGE, L.C.J.  
G. JESSEL, M.R.  
NATH. LINDLEY, L.J.  
H. MANISTY, J.  
EDW. FRY, J.

**APPENDIX.**

**FORM I.**

**DECLARATION BY SEPARATE INSTRUMENT AS TO PURPOSES OF SEARCH.**

Supreme Court of Judicature,  
Central Office,  
To the Clerk of Enrolments  
or The Registrar of  
Royal Courts of Justice,  
London.

In the matter of A.B. and C.D.

I declare that the search (or searches) in the name (or names) of is (or are) required to be made by the requisition for search, dated the is (or are) required for the purposes of a sale (or mortgage, or lease, or as the case may be), by A.B. to C.D.

Signature, }  
Address, and }  
Description }

Dated

**FORM II.**

**DECLARATION AS TO PURPOSES OF SEARCH CONTAINED IN THE REQUISITION.**

I declare that the above-mentioned search is required for the purposes of a sale (or mortgage, or lease, or as the case may be), by A.B. to C.D.

**FORM III.**

**REQUISITION FOR SEARCH IN THE ENROLMENT OFFICE UNDER THE CONVEYANCING ACT, 1882, s. 2.**

Supreme Court of Judicature,  
Central Office,  
Requisition for Search.  
To the Clerk of Enrolments,  
Royal Courts of Justice,  
London.

In the matter of A.B. and C.D.

Pursuant to section 2 of the Conveyancing Act, 1882, search for deeds and other documents enrolled during the period from 18 to 18, both inclusive, in the following name (or names).

Surname.	Christian Name or Names.	Usual or last known Place of Abode.	Title, Trade, or Profession.

(Add Declaration, Form II.)  
(State if an office copy of the certificate is desired, and whether it is to be sent by post or called for.)

Signature, address, and }  
description of person }  
requiring the search }

Dated

**FORM IV.**

**REQUISITION FOR SEARCH IN THE BILLS OF SALE DEPARTMENT UNDER THE CONVEYANCING ACT, 1882, s. 2.**

Supreme Court of Judicature,  
Central Office,  
Requisition for Search.  
To the Registrar of Bills of Sale,  
Royal Courts of Justice,  
London.  
In the matter of A.B. and C.D.

Pursuant to section 2 of the Conveyancing Act, 1882, search for instruments registered or re-registered as bills of sale during the period from 18 to 18, both inclusive, in the following name (or names).

Surname.	Christian Name or Names.	Usual or last known Place of Abode.	Title, Trade, or Profession.

(Add Declaration, Form II.)  
(State if an office copy of the certificate is desired, and whether it is to be sent by post or called for.)

Signature, address, and  
description of person  
requiring the search

Dated

#### FORM V.

REQUISITION FOR SEARCH IN THE REGISTRY OF CERTIFICATES OF ACKNOWLEDGMENTS OF DEEDS BY MARRIED WOMEN UNDER THE CONVEYANCING ACT, 1882, s. 2.

Supreme Court of Judicature,

Central Office,

Requisition for Search.

To the Registrar of Certificates of Acknowledgments of Deeds by Married Women,  
Royal Courts of Justice,  
London.

In the matter of A.B. and C.D.

Pursuant to section 2 of the Conveyancing Act, 1882, search for Certificates of Acknowledgments of Deeds by Married Women during the period from 18 to 18, both inclusive, according to the particulars mentioned in the schedule hereto.

#### THE SCHEDULE.

Surname.	Christian Name or Names of Wife and Husband.	Date of Certificate if the Search relates to a particular Certificate.	Date of Deed, if the Search relates to a particular Deed.	County, Parish, or Place in which the Property is situate, or other description of the Property.

(Add Declaration, Form II.)  
(State if an office copy of the certificate is desired, and whether it is to be sent by post or called for.)

Signature, address, and  
description of person  
requiring the search.

Dated

#### FORM VI.

REQUISITION FOR SEARCH IN THE REGISTRY OF JUDGMENTS UNDER THE CONVEYANCING ACT, 1882, s. 2.

Supreme Court of Judicature,

Central Office.

Requisition for Search.

To the Registrar of Judgments,  
Royal Courts of Justice,  
London.

In the matter of A.B. and C.D.

Pursuant to section 2 of the Conveyancing Act, 1882, search for judgments, revivals, decrees, orders, rules, and lis pendens, and for judgments at the suit of the Crown, statutes, recognizances, Crown bonds, inquiries, and acceptances of office for the period from 18 to 18, both inclusive, and for executions for the period from the 29th July, 1864 (or as the case may require) to the 18, both inclusive, and for annuities for the period from the 26th April, 1855 (or as the case may require) to the 18, both inclusive, in the following name (or names).

Surname.	Christian Name or Names.	Usual or last known Place of Abode.	Title, Trade, or Profession.

(Add declaration, Form II.)

(State if an office copy of the certificate is desired, and whether it is to be sent by post or called for.)

Signature, address, and  
description of person  
requiring the search.

Dated

#### FORM VII.

CERTIFICATE OF SEARCH BY ENROLMENT DEPARTMENT UNDER THE CONVEYANCING ACT, 1882, s. 2.

Supreme Court of Judicature,

Central Office,

Enrolment Department.

Certificate of Search pursuant to Section 2 of the Conveyancing Act, 1882.

In the matter of A.B. and C.D.

This is to certify that a search has been diligently made in the Enrolment Office for deeds and other documents in the name (or names) of for the period from to 18, both inclusive, and that no deed or other document has been enrolled in the said office in that name (or in any one or more of those names) during the period aforesaid, or and that except the described in the schedule hereto no deed or document has been enrolled in that name (or in any one or more of those names) during the period aforesaid.

#### THE SCHEDULE.

Dated

#### FORM VIII.

CERTIFICATE OF SEARCH BY THE REGISTRAR OF BILLS OF SALE UNDER THE CONVEYANCING ACT, 1882.

Supreme Court of Judicature,

Central Office,

Bills of Sale Department.

In the matter of A.B. and C.D.

This is to certify that a search has been diligently made in the Register of Bills of Sale in the name (or names) of for the period from 18 to 18, both inclusive, and that no instrument has been registered or re-registered as a bill of sale in that name (or in any one or more of those names) during that period, or, and that except the described in the schedule hereto, no instrument has been registered or re-registered as a bill of sale in that name (or in any one or more of those names) during the period aforesaid.

#### THE SCHEDULE.

Dated

#### FORM IX.

CERTIFICATE OF SEARCH BY REGISTRAR OF CERTIFICATES OF ACKNOWLEDGMENTS OF DEEDS BY MARRIED WOMEN UNDER THE CONVEYANCING ACT, 1882, s. 2.

Supreme Court of Judicature,

Central Office.

Registry of Certificates of Acknowledgments of Deeds by Married Women.

Certificate of Search pursuant to Section 2 of the Conveyancing Act, 1882.

In the matter of A.B. and C.D.

This is to certify that a search has been diligently made in the Office of the Registrar of Certificates of Acknowledgments of Deeds by Married Women in the name (or names) of for the period from to 18, both inclusive, for a certificate dated the or for certificates of acknowledgments of a deed dated the or for certificates of acknowledgments of deeds relating to (All in the description of the property from the Requisition) and that no such certificate has been filed in that name (or in any one or more of those names) during the period aforesaid, or and that except the certificate (or certificates) described in the Schedule hereto, no such certificate has been filed in that name (or in any one or more of those names) during the period aforesaid.

Surname.	Christian Names of Wife and Husband.	Date of certificate.	Date of Deed.	County Parish or Place in which property situated, or other description of the property.

Dated day of 188

#### FORM X.

CERTIFICATE OF SEARCH BY REGISTRAR OF JUDGMENTS UNDER CONVEYANCING ACT, 1882, s. 2.

Supreme Court of Judicature,

Central Office.

The Registry of Judgments.

Certificate of Search pursuant to Section 2 of the Conveyancing Act, 1882.

In the matter of A.B. and C.D.

This is to certify that a search has been diligently made in the Office of



the Registrar of Judgments for judgments, revivals, decrees, orders, rules, his pendants, judgments at the suit of the Crown, Statutes, recognizances, Crown bonds, inquisitions, and acceptances of office, for the period from 18 to 18, both inclusive, and for executions for the period from 18 to 18, both inclusive, and for annuities for the period from 18 to 18, both inclusive, in the name (or names) of and that no judgment, revival, decree, order, rule, his pendants, judgment at the suit of the Crown, Statute, recognizance, Crown bond, inquisition, acceptance of office, execution, or annuity has been registered or re-registered in that name (or in any one or more of those names) during the respective periods covered by the aforesaid searches, or and that except the mentioned in the Schedule hereto, no judgment, revival, decree, order, rule, his pendants, judgment at the suit of the Crown, Statute, recognizance, Crown bond, inquisition, acceptance of office, execution, or annuity has been registered or re-registered in that name (or in any one or more of those names) during the respective periods covered by the aforesaid search.

## THE SCHEDULE.

Dated the day of 188 .

## FORM XI.

## REQUISITION FOR CONTINUATION OF SEARCH UNDER THE CONVEYANCING ACT, 1882.

Supreme Court of Judicature,

Central Office.

Requisition for continuation of Search.

To the Clerk of Enrolments

or The Registrar of

Royal Courts of Justice,

London, W.C.

In the matter of A.B. and C.D.

Pursuant to section 2 of the Conveyancing Act, 1882, continue the search for [ ], made pursuant to the requisition dated the day of 18, in the name (or name-) of , from the day of 18, both inclusive.

Signature, address, and  
description of person  
requiring the search.

Dated

## FORM XII.

## CERTIFICATE OF RESULT OF CONTINUED SEARCH UNDER THE CONVEYANCING ACT, 1882, s. 2, TO BE ENDORSED ON ORIGINAL CERTIFICATE.

This is to certify that the search (or searches) mentioned in the within-written certificate has (or have) been diligently continued to the day of 18, and that up to and including that date [except the mentioned in the schedule hereto (these words to be omitted where nothing is found)], no deed or other document has been enrolled, or no instrument has been registered, or re-registered, as a bill of sale, or no certificate has been filed, or no judgment, revival, decree, order, rule, his pendants, judgment at the suit of the Crown, Statute, recognizance, Crown bond, inquisition, acceptance of office, execution or annuity, has been registered or re-registered in the within-mentioned name (or in any one or more of the within mentioned names).

Dated

## ORDER AS TO COURT FEES.

1. The following portion of the schedule to the order as to Court Fees made on the 28th October 1875 is hereby repealed, that is to say:

	Lower Scale.	Higher Scale.
On taking acknowledgment of a deed by a married woman	£ s. d. 1 0 0	£ s. d. 6 0 0

And instead thereof the following fees shall henceforth be chargeable in respect of the matters herein-after mentioned (namely):

Fees under the Act 3 & 4 Will. IV. c. 74. (the Fines and Recoveries Act).

For taking the acknowledgment of a married woman by a Judge of the High Court of Justice

To a perpetual Commissioner for taking the acknowledgment of a married woman when not required to go further than a mile from his residence	0 13 4
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To a perpetual Commissioner when required to go more than one mile, but not more than three miles, besides his reasonable travelling expenses

To a perpetual Commissioner where the distance exceeds three miles, besides his reasonable travelling expenses	2 2 0
--	-------

Where more than one married woman at the same time acknowledges the same deed respecting the same property, these fees are to be taken for the first acknowledgment only, and the fees to be taken for the other acknowledgment or acknowledgments, how many soever the same may be, shall be one half of the original fees, and so also where the same married woman shall at the same time acknowledge more than one deed respecting the same property

To the Clerk of the Peace or his deputy for every search	0 1 0
To the same for every copy of a list of Commissioners, provided such list shall not exceed the number of 100 names	0 5 0
To the same for every further complete number of 50 names, an additional	0 2 6
For every official copy of a list of Commissioners, provided such list shall not exceed the number of 100 names	0 5 0
For every complete number of 50 names, additional	0 2 6
For preparing every special commission	1 0 0
For examining the certificate and affidavit, and filing and indexing the same	0 5 0
Upon the return of a Special Commission to the Central Office	0 5 0
For every search in the registry of certificates of acknowledgments of deeds by married women	0 1 0
For enrolling recognizances, deeds, and other instruments, per folio of 72 words, including the certificate of enrolment indorsed on the instrument, but not including maps, plans, and drawings, which are to be charged at their actual cost	0 1 0
For indorsing a certificate of enrolment on a duplicate of any enrolled instrument, for each folio of the instrument if it does not exceed 24 folios	0 0 6
For the like certificate if the instrument exceeds 24 folios	0 12 0
For office copies of enrolled instruments, per folio of 72 words	0 0 6
For examining copies of enrolled instruments and marking them as office copies, per folio of 72 words	0 0 2

## Fees under Section 48 of the Conveyancing and Law of Property Act, 1881.

	£ s. d.
On depositing a power of attorney	0 2 0
On an application to search for a power of attorney so deposited, and inspecting the same, and the affidavit or other documents deposited therewith, for each hour or part of an hour, not exceeding on one day 10s.	0 2 6
If an office copy is required, and it exceeds 2s. 6d., the fee for search and inspection is to be allowed.	
Copies of powers of attorney and other documents so deposited presented at the office and stamped or marked as office copies to be charged for as office copies.	

2. The following fees, by the order as to Court Fees dated the 6th August, 1880, directed to be inserted in the schedule to the order as to Court Fees made on the 28th October, 1875, are hereby repealed:—

## Searches and Inspections.

	Lower Scale.	Higher Scale.
For an official certificate of the result of a search in one name in any register or index under the custody of the Clerk of Enrolments, the Registrar of Bills of Sale, the Registrar of Certificates of Acknowledgments of Deeds by Married Women, or the Registrar of Judgments	£ s. d. 0 5 0	£ s. d. 0 5 0
For every additional name, if included in same certificate	0 2 0	0 2 0
For a duplicate copy of certificate, if not more than three folios	0 1 0	0 1 0
For every additional folio	0 0 6	0 0 6
For a continuation search if made within 14 days of date of official certificate (the result to be indorsed on such certificate)	0 1 0	0 1 0

3. Instead of the fees so repealed, the following fees shall henceforth be chargeable in respect of the matters hereinafter mentioned (viz.):—

## Searches and Inspections.

	£ s. d.
For an official certificate of the result of a search in one name in any register or index under the custody of the Clerk of Enrolments, the Registrar of Bills of Sale, the Registrar of Certificates of Acknowledgments of Deeds by Married Women, or the Registrar of Judgments, if not more than five folios	0 5 0
For every additional folio	0 0 6
For every additional name, if included in the same certificate	0 2 0
For an office copy of the certificate of search, if not more than three folios	0 1 0
For every additional folio	0 0 6
For a continuation search, if made within one calendar month of date of official certificate (the result to be indorsed on such certificate)	0 1 0

4. This order shall come into operation on the 1st January, 1883.

(Signed) CHARLES C. COTES.  
HERBERT J. GLADSTONE.  
(Lords of the Treasury.)

(Signed) SELBORNE, C.<sup>t</sup>  
COLERIDGE, L.C.J.  
G. JESSEL, M.R.  
NATH. LINDLEY, L.J.  
H. MANISTY, J.  
EDW. FRY, J.

## LEGAL APPOINTMENTS.

Mr. EDWARD TENNYSON PICTON CONOLLY, barrister, has been appointed Minister of Justice for the Colony of New Zealand. Mr. Conolly was called to the bar at the Inner Temple in Easter Term, 1871.

Mr. WILLIAM ALLISON, solicitor, of Louth, has been elected Chairman of the Louth, Eaka, and Ludborough Court of Sewers. Mr. Allison was admitted a solicitor in 1849.

Sir OFFLEY WAKEMAN, baronet, has been elected Deputy-Chairman of the Shropshire Quarter Sessions. Sir O. Wakeman is the son of Sir Offley Penbury Wakeman, Bart., and was born in 1850. He was educated at Eton and at Christ Church, Oxford, where he graduated first class in law and modern history in 1872, and he was called to the bar at the Inner Temple in January, 1876.

Mr. JAMES HENRY NELSON, barrister, has been appointed District and Sessions Judge at Chingleput. Mr. Nelson was educated at Eton, and he was formerly fellow of King's College, Cambridge, where he graduated in the second class of the classical tripos in 1860. He was called to the bar at the Middle Temple in Hilary Term, 1871, and he has been for many years a member of the Madras Civil Service.

Sir CHARLES WENTWORTH DILKE, baronet, M.P., who has been appointed President to the Local Government Board, and has also been sworn a member of the Privy Council, is the eldest son of the late Sir Charles Wentworth Dilke. He was born in 1843, and he succeeded his father in the baronetcy in 1869. He was educated at Trinity Hall, Cambridge, where he graduated in the first class of the law tripos in 1865, and he was called to the bar at the Middle Temple in Easter Term, 1866. He has been M.P. for the borough of Chelsea in the Liberal interest since 1868, and he was appointed Under-Secretary of State for Foreign Affairs in April, 1880.

Mr. CANNINGS COLLINS (of the firm of Simmons, Clark, & Collins), of Bath, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN NAISH, Q.C., succeeds Mr. Porter as Solicitor-General for Ireland. Mr. Naish was called to the bar at Dublin in 1865. He is a member of the Munster Circuit, and he became a Queen's Counsel in 1880. He has been legal adviser to the Lord-Lieutenant of Ireland since April, 1880.

Mr. RICHARD PAUL CARTON, Q.C., has been appointed Legal Adviser to the Lord-Lieutenant of Ireland, in succession to the Solicitor-General. Mr. Carton was called to the bar at Dublin in 1863, and he became a Queen's Counsel in 1877. He practises on the Home Circuit.

Mr. JOHN FLOYER, M.P., has been elected Chairman of the Dorsetshire Quarter Sessions.

Sir HERBERT GEORGE DENMAN CROFT, baronet, has been elected Deputy-Chairman of the Herefordshire Quarter Sessions. Sir H. Croft is the eldest son of the late Sir Archer Denman Croft, many years a master of the Court of Queen's Bench, and was born in 1838. He was educated at Eton and at Merton College, Oxford, and he was called to the bar at the Inner Temple in Michaelmas Term, 1861. He is a member of the Oxford Circuit, and a revising barrister for Staffordshire. He was M.P. for Herefordshire in the Conservative interest from 1868 till 1874.

Mr. ANDREW MARSHALL PORTER, Q.C., M.P., Solicitor-General for Ireland, succeeds Mr. Justice Johnson as Attorney-General. Mr. Porter is the son of the Rev. John Scott Porter, of Belfast. He was educated at Queen's College, Belfast, and he is an M.A. of the Queen's University. He was called to the bar at Dublin in 1860, and he practised on the North-Eastern Circuit. He became a Queen's Counsel in 1872, a bencher of the King's Inn in 1878, and Solicitor-General for Ireland in 1881, in which year he was elected M.P. for the county of Londonderry in the Liberal interest.

Mr. EDGAR TOZER, solicitor, of Exeter, has been appointed a Notary Public.

## DISSOLUTIONS OF PARTNERSHIPS.

JOHN THOMAS BELK and HENRY JOHN PARRINGTON, solicitors, Middlesborough (Belk & Parrington). December 30. The business will be carried on by the said John Thomas Belk.

GEORGE ROBERT MOSSMAN and JOSEPH HALEY, solicitors, Bradford (Mossman & Haley). December 30.

JOHN WILLIAM STEVENSON and JAMES ARTHUR ELLIOTT, solicitors, 30, Brazenose-street, Manchester (Stevenson & Elliott). December 29.

ARTHUR THOMAS, EDWARD SWIFT, and HENRY ASHINGTON, solicitors, Sheffield (Rodger, Thomas, & Company). December 31.

WILLIAM THOMPSON and JOSEPH CLIFTON THOMPSON, solicitors, Workington (W. & J. C. Thompson). December 30. The business will be henceforth carried on by the said Joseph Clifton Thompson and Cecil Thompson, under the style of J. C. & C. Thompson. [Gazette, January 2.]

## SOCIETIES.

### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, January 4, the following being present—viz., Mr. Desborough (chairman), and Messrs. Boodle, Burges, Desborough, jun., Doyle, Hedger, Lucas, Parkin, Scadding, Sidney Smith, Styan, and A. B. Carpenter (secretary)—grants were made to the widows of two non-members, and the ordinary general business was transacted.

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY

DEVON AND CORNWALL DAIRY FARM COMPANY, LIMITED.—Petition for winding up, presented Dec 15, directed to be heard before Fry, J., on Jan 12. Fowler and Co, Borough High st, Southwark, solicitors for the petitioner

HOOVER HILL GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Dec 21, directed to be heard before Chitty, J., on Saturday, Jan 13. Beall and Co, Queen Victoria st, solicitors for the petitioners

NATIONAL ARMS AND AMMUNITION COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 20, it was ordered that the voluntary winding up of the company be continued. Stibbard and Co, Leadenhall st, agents for Rowlands and Co, Birmingham, solicitors for the petitioner

PATENT FIRE AND EXTRACT COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 9, it was ordered that the company be wound up. Beall and Co, Queen Victoria st, solicitors for the petitioners

[Gazette, Dec. 20.]

ABERDEEN RHONDDA STEAM COAL COMPANY, LIMITED.—By an order made by Fry, J., dated Aug 25, it was ordered that the voluntary winding up of the company be continued. Williams, Laurence Pountney hill, agent for Brittan and Co, Bristol, solicitors for the petitioner

JENKINSON AND DAY, LIMITED.—By an order made by Bacon, V.C., dated Dec 16, it was ordered that the above be wound up. Goldberg and Langdon, Finsbury circus, solicitors for the petitioners

SEVEN VALLEY COAL, IRON, AND CLAY COMPANY, LIMITED.—Petition for winding up, presented Dec 30, directed to be heard before Fry, J., on Jan 12. Poole and Co, Chancery lane, solicitors for the petitioner

[Gazette, Jan. 2.]

### FRIENDLY SOCIETIES DISSOLVED.

WAKEFIELD Wesleyan Methodist Friendly Society, Vestry of West Parade Chapel, Wakefield, York. Dec 27

[Gazette, Jan. 2.]

### SUSPENDED FOR THREE MONTHS.

BUSHTON FRIENDLY SOCIETY, Trotting Horse Inn, Bushton, Wilts. Dec 27

[Gazette, Dec. 29.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ANNEY, FRANCES, Folkestone, Kent. Jan 31. Ottaway, Salisbury

AUSTIN, HENRY WOODWOOD, King's Heath, Worcester, Brassfounder. Feb 1. Blewitt, Birmingham

BATES, ELINU, St Helen's pl, Esq. Feb 22. Child, Paul's Bakehouse ct, Doctors' commons

BENNETT, JULIA, Brixton. Jan 22. Blachford and Co, College hill, Cannon st

BOW, ROBERT RUSSELL, Brantford, Brant, Ontario, Canada, Esq. Feb 20. Slade and Slade, New st, Lincoln's inn

BROWN, LEONORA STALLING, Norwich. Jan 22. Cooper and Norgate, East Dereham

CAMPBELL, ROBERT, Loddon, Norfolk, Gent. Feb 1. Copeman and Cadge, Loddon

CARTER, ELIZA, Portsmouth, Southampton. Feb 14. Marshall, Southsea

CAWSTON, MARY ANN, Parkstone, Dorset. Jan 31. Flower and Nussey, Gt Winchester at bldgs

CHANDLER, ROBERT, Charlton, Farmer. Jan 31. Paine and Brettell, Chertsey

CHILLCOTT, RICHARD, Stephen's sq, Baywater, Gent. Jan 30. Collins, Farnival's inn

COULTMAN, JOHN HENRY, Holloway rd, Tobacco Manufacturer. Jan 31. Godfrey, Bedford-row

COVERSWATER, MARY ANN, Manchester. Jan 7. May, Macclesfield

CROSBY, HAMMOND ANDREW, Batoum gardens, Kensington, Gent. Jan 31. Prior and Co, Lincoln's inn fields

EASTBURY, THOMAS, Bristol, Gent. Jan 31. Heaven, Bristol

EATON, JEMIMA, Broughton, Flint. Jan 30. Walker and Way, Chester

EATON, PETER, Chester, Brewer. Jan 30. Walker and Way, Chester

ELKIN, THOMAS, Stoke upon Trent, Stafford, Innkeeper. Jan 18. Ashmall, Hanley

ELLIOTT, WILLIAM, jun, Ilford, Essex, Clerk. Jan 31. Hulme, Worcester

ELLIOTT, Rev WILLIAM, Worcester, Clerk in Holy Orders. Jan 31. Hulme, Worcester

GOULING, FREDERICK SOLLY, Beckenham, Kent, Solicitor. Feb 2. Boak, Spring gardens, Charing cross

GRIFITHS, EDWARD, King's cross rd, Licensed Victualler. Jan 20. Woulfe, Lincoln's inn fields

GUTTERIDGE, REUBEN, East Moulsey, Surrey, Victualler. Feb 1. Sherrard, Lincoln's inn fields

HARRIS, RICHARD, Chertsey, Surrey, Farmer. Jan 31. Paine and Brettell, Chertsey

HUTCHINSON, WILLIAM, Uppeth, Durham, Miller. Mar 1. Marshall, Durham

HYLSON, Downager Baroness, Sophia Fawcett, Strutton st, Piccadilly. Jan 22. Currie and Co, Lincoln's inn fields

KELLY, JOHN, Nottingham, Gent. Mar 1. Dowson and Wright, Nottingham

KINGSTON, Eli, Calverley, York, Cloth Manufacturer. Jan 27. Tunncliffe, Bradford

LEYLAND, JOHN, Wandsworth, Surrey, Gent. Jan 31. Paine and Brettell, Chertsey

MARSDEN, HANNAH, Bolton, Lancashire. Dec 30. Taylor, Bolton



MILNE, GEORGE, Bethesda, Kent, Farmer. Jan 26. Mace, Tenterden  
 NEWBY, MARY ANN, Blackpool, Lancashire, Naturalist. Feb 1. Dickson, Blackpool  
 PARRIS, WILLIAM, the elder, Richmond, in the colony of Victoria, Gent. Feb 8. Minet  
 and Co, New Broad st  
 ROSEBROOK, FREDERICK HARRIS, Surbiton, Surrey. Jan 30. Tatham and Procter,  
 Lincoln's inn fields  
 STANGER, URBAN NAPOLEON, Lever st, St Luke's, Baker. Jan 31. Morris, Gresham  
 st, St Martin's le Grand  
 SMITH, WILLIAM, Bath, Somerset, Gent. June 24. Little, Bath  
 SROUD, HENRY, North Shields, Northumberland, Block and Mast Maker. Feb 15.  
 Adamson, North Shields  
 SROUD, WILLIAM, Chorley, Surrey, Coach Builder. Jan 31. Paine and Brettell,  
 Chorley  
 WARD, WILLIAM GEORGE, West Cowes, Isle of Wight, Esq. Feb 1. Few, Surrey st,  
 Strand  
 WHITING, FREDERICK, Formosa st, Warwick rd. Feb 1. Dixon, Lancaster House, the  
 Savoy

[Gazette, Dec. 72.]

## COURT PAPERS.

SUPREME COURT OF JUDICATURE.  
 ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Monday, Jan. ....	8 Mr. Ward	Mr. Jackson	Mr. King
Tuesday .....	9 Pemberton	Cobby	Merivale
Wednesday .....	10 Ward	Jackson	King
Thursday .....	11 Pemberton	Cobby	Merivale
Friday .....	12 Ward	Jackson	King
Saturday .....	13 Pemberton	Cobby	Merivale
	Mr. Justice FRY.	Mr. Justice PARSONS.	Mr. Justice CHITTY.
Monday, Jan. ....	8 Mr. Farrer	Mr. Clowes	Mr. Carrington
Tuesday .....	9 Teesdale	Koe	Lavie
Wednesday .....	10 Farrer	Clowes	Carrington
Thursday .....	11 Teesdale	Koe	Lavie
Friday .....	12 Farrer	Clowes	Carrington
Saturday .....	13 Teesdale	Koe	Lavie

## HILARY SITTINGS, 1883.

## COURT OF APPEAL.

Royal Courts of Justice.—No. 1.  
 Final and interlocutory appeals from the  
 Queen's Bench Division, and from the  
 Probate, Divorce, and Admiralty Division  
 (Admiralty).

## ORDER OF BUSINESS.

Wed., Feb. 14	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and also apps. from general list if required.
Thursday ..15	App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and also apps. from general list if required.
Friday ..16	Apps. from the general list.
Saturday ..17	Apps. from the general list.
Monday ..19	Apps. from the general list.
Tuesday ..20	Apps. from the general list.
Wednesday ..21	Apps. from the general list.
Thursday ..22	Apps. from the general list.
Friday ..23	Apps. from the general list.
Saturday ..24	Apps. from the general list.
Monday ..26	Apps. from the general list.
Tuesday ..27	Apps. from the general list.
Wednesday 28	Apps. from the general list.
Thurs., Mar. 1	Apps. from the general list.
Friday .....	Apps. from the general list.
Saturday .....	Apps. from the general list.
Monday .....	Apps. from the general list.
Tuesday .....	Apps. from the general list.
Wednesday 7	Apps. from the general list.
Thursday ..8	Apps. from the general list.
Friday .....	Apps. from the general list.
Saturday ..10	Apps. from the general list.
Monday ..12	Apps. from the general list.
Tuesday ..13	Apps. from the general list.
Wednesday 14	Apps. from the general list.
Thursday ..15	Apps. from the general list.
Friday ..16	Apps. from the general list.
Saturday ..17	Apps. from the general list.
Monday ..19	Apps. from the general list.
Tuesday ..20	Apps. from the general list.
Wednesday 21	Apps. from the general list.
Thursday ..22	Apps. from the general list.
Friday ..23	Apps. from the general list.
Saturday ..24	Apps. from the general list.
Monday ..26	Apps. from the general list.
Tuesday ..27	Apps. from the general list.
Wednesday 28	Apps. from the general list.
Thursday ..29	Apps. from the general list.
Friday ..30	Apps. from the general list.
Saturday ..31	Apps. from the general list.
Monday ..32	Apps. from the general list.
Tuesday ..33	Apps. from the general list.
Wednesday 34	Apps. from the general list.
Thursday ..35	Apps. from the general list.
Friday ..36	Apps. from the general list.
Saturday ..37	Apps. from the general list.
Monday ..39	Apps. from the general list.
Tuesday ..40	Apps. from the general list.
Wednesday 41	Apps. from the general list.
Thursday ..42	Apps. from the general list.
Friday ..43	Apps. from the general list.
Saturday ..44	Apps. from the general list.
Monday ..46	Apps. from the general list.
Tuesday ..47	Apps. from the general list.
Wednesday 48	Apps. from the general list.
Thursday ..49	Apps. from the general list.
Friday ..50	Apps. from the general list.
Saturday ..51	Apps. from the general list.
Monday ..53	Apps. from the general list.
Tuesday ..54	Apps. from the general list.
Wednesday 55	Apps. from the general list.
Thursday ..56	Apps. from the general list.
Friday ..57	Apps. from the general list.
Saturday ..58	Apps. from the general list.
Monday ..60	Apps. from the general list.
Tuesday ..61	Apps. from the general list.
Wednesday 62	Apps. from the general list.
Thursday ..63	Apps. from the general list.
Friday ..64	Apps. from the general list.
Saturday ..65	Apps. from the general list.
Monday ..67	Apps. from the general list.
Tuesday ..68	Apps. from the general list.
Wednesday 69	Apps. from the general list.
Thursday ..70	Apps. from the general list.
Friday ..71	Apps. from the general list.
Saturday ..72	Apps. from the general list.
Monday ..74	Apps. from the general list.
Tuesday ..75	Apps. from the general list.
Wednesday 76	Apps. from the general list.
Thursday ..77	Apps. from the general list.
Friday ..78	Apps. from the general list.
Saturday ..79	Apps. from the general list.
Monday ..81	Apps. from the general list.
Tuesday ..82	Apps. from the general list.
Wednesday 83	Apps. from the general list.
Thursday ..84	Apps. from the general list.
Friday ..85	Apps. from the general list.
Saturday ..86	Apps. from the general list.
Monday ..88	Apps. from the general list.
Tuesday ..89	Apps. from the general list.
Wednesday 90	Apps. from the general list.
Thursday ..91	Apps. from the general list.
Friday ..92	Apps. from the general list.
Saturday ..93	Apps. from the general list.
Monday ..95	Apps. from the general list.
Tuesday ..96	Apps. from the general list.
Wednesday 97	Apps. from the general list.
Thursday ..98	Apps. from the general list.
Friday ..99	Apps. from the general list.
Saturday ..100	Apps. from the general list.

Royal Courts of Justice.—No. 2.  
 Final and interlocutory appeals from the  
 Chancery, and Probate, Divorce, and

Admiralty Divisions (Probate and Divorce), the London Bankruptcy Court, and the County Palatine and Stannaries Courts.

## ORDER OF BUSINESS.

Thurs., Jan. 11	App. mots. ex pte—Orgl. mots.—and apps. from ords made on interlocutory mots (separate list)
Friday ..12	Apps. from the general list.
Saturday ..13	Apps. from the general list.
Monday ..15	Apps. from the general list.
Tuesday ..16	Apps. from the general list.
Wednesday 17	Apps. from the general list.
Thursday ..18	Apps. from the general list.
Friday ..19	Apps. from the general list.
Saturday ..20	Apps. from the general list.
Monday ..22	Apps. from the general list.
Tuesday ..23	Apps. from the general list.
Wednesday 24	Apps. from the general list.
Thursday ..25	Apps. from the general list.
Friday ..26	Apps. from the general list.
Saturday ..27	Apps. from the general list.
Monday ..29	Apps. from the general list.
Tuesday ..30	Apps. from the general list.
Wednesday 31	Apps. from the general list.
Thursday ..32	Apps. from the general list.
Friday ..33	Apps. from the general list.
Saturday ..34	Apps. from the general list.
Monday ..36	Apps. from the general list.
Tuesday ..37	Apps. from the general list.
Wednesday 38	Apps. from the general list.
Thursday ..39	Apps. from the general list.
Friday ..40	Apps. from the general list.
Saturday ..41	Apps. from the general list.
Monday ..43	Apps. from the general list.
Tuesday ..44	Apps. from the general list.
Wednesday 45	Apps. from the general list.
Thursday ..46	Apps. from the general list.
Friday ..47	Apps. from the general list.
Saturday ..48	Apps. from the general list.
Monday ..50	Apps. from the general list.
Tuesday ..51	Apps. from the general list.
Wednesday 52	Apps. from the general list.
Thursday ..53	Apps. from the general list.
Friday ..54	Apps. from the general list.
Saturday ..55	Apps. from the general list.
Monday ..57	Apps. from the general list.
Tuesday ..58	Apps. from the general list.
Wednesday 59	Apps. from the general list.
Thursday ..60	Apps. from the general list.
Friday ..61	Apps. from the general list.
Saturday ..62	Apps. from the general list.
Monday ..64	Apps. from the general list.
Tuesday ..65	Apps. from the general list.
Wednesday 66	Apps. from the general list.
Thursday ..67	Apps. from the general list.
Friday ..68	Apps. from the general list.
Saturday ..69	Apps. from the general list.
Monday ..71	Apps. from the general list.
Tuesday ..72	Apps. from the general list.
Wednesday 73	Apps. from the general list.
Thursday ..74	Apps. from the general list.
Friday ..75	Apps. from the general list.
Saturday ..76	Apps. from the general list.
Monday ..78	Apps. from the general list.
Tuesday ..79	Apps. from the general list.
Wednesday 80	Apps. from the general list.
Thursday ..81	Apps. from the general list.
Friday ..82	Apps. from the general list.
Saturday ..83	Apps. from the general list.
Monday ..85	Apps. from the general list.
Tuesday ..86	Apps. from the general list.
Wednesday 87	Apps. from the general list.
Thursday ..88	Apps. from the general list.
Friday ..89	Apps. from the general list.
Saturday ..90	Apps. from the general list.
Monday ..92	Apps. from the general list.
Tuesday ..93	Apps. from the general list.
Wednesday 94	Apps. from the general list.
Thursday ..95	Apps. from the general list.
Friday ..96	Apps. from the general list.
Saturday ..97	Apps. from the general list.
Monday ..99	Apps. from the general list.
Tuesday ..100	Apps. from the general list.

Thurs .....	15	Apps. from the general list.
Friday .....	16	Apps. from the general list.
Saturday .....	17	Apps. from the general list.
Monday .....	19	Apps. from the general list.
Tues. ....	20	Apps. from the general list.
Wed. ....	21	Apps. from the general list.
Thursday .....	22	Apps. from the general list.
Friday .....	23	Apps. from the general list.
Saturday .....	24	Apps. from the general list.
Monday .....	26	Apps. from the general list.
Tuesday .....	27	Apps. from the general list.
Wednesday .....	28	Apps. from the general list.
Thursday .....	29	Apps. from the general list.
Friday .....	30	Apps. from the general list.
Saturday .....	31	Apps. from the general list.
Monday .....	32	Apps. from the general list.
Tuesday .....	33	Apps. from the general list.
Wednesday .....	34	Apps. from the general list.
Thursday .....	35	Apps. from the general list.
Friday .....	36	Apps. from the general list.
Saturday .....	37	Apps. from the general list.
Monday .....	39	Apps. from the general list.
Tuesday .....	40	Apps. from the general list.
Wednesday .....	41	Apps. from the general list.
Thursday .....	42	Apps. from the general list.
Friday .....	43	Apps. from the general list.
Saturday .....	44	Apps. from the general list.
Monday .....	46	Apps. from the general list.
Tuesday .....	47	Apps. from the general list.
Wednesday .....	48	Apps. from the general list.
Thursday .....	49	Apps. from the general list.
Friday .....	50	Apps. from the general list.
Saturday .....	51	Apps. from the general list.
Monday .....	53	Apps. from the general list.
Tuesday .....	54	Apps. from the general list.
Wednesday .....	55	Apps. from the general list.
Thursday .....	56	Apps. from the general list.
Friday .....	57	Apps. from the general list.
Saturday .....	58	Apps. from the general list.
Monday .....	60	Apps. from the general list.
Tuesday .....	61	Apps. from the general list.
Wednesday .....	62	Apps. from the general list.
Thursday .....	63	Apps. from the general list.
Friday .....	64	Apps. from the general list.
Saturday .....	65	Apps. from the general list.
Monday .....	67	Apps. from the general list.
Tuesday .....	68	Apps. from the general list.
Wednesday .....	69	Apps. from the general list.
Thursday .....	70	Apps. from the general list.
Friday .....	71	Apps. from the general list.
Saturday .....	72	Apps. from the general list.
Monday .....	74	Apps. from the general list.
Tuesday .....	75	Apps. from the general list.
Wednesday .....	76	Apps. from the general list.
Thursday .....	77	Apps. from the general list.
Friday .....	78	Apps. from the general list.
Saturday .....	79	Apps. from the general list.
Monday .....	81	Apps. from the general list.
Tuesday .....	82	Apps. from the general list.
Wednesday .....	83	Apps. from the general list.
Thursday .....	84	Apps. from the general list.
Friday .....	85	Apps. from the general list.
Saturday .....	86	Apps. from the general list.
Monday .....	88	Apps. from the general list.
Tuesday .....	89	Apps. from the general list.
Wednesday .....	90	Apps. from the general list.
Thursday .....	91	Apps. from the general list.
Friday .....	92	Apps. from the general list.
Saturday .....	93	Apps. from the general list.
Monday .....	95	Apps. from the general list.
Tuesday .....	96	Apps. from the general list.
Wednesday .....	97	Apps. from the general list.
Thursday .....	98	Apps. from the general list.
Friday .....	99	Apps. from the general list.
Saturday .....	100	Apps. from the general list.

Friday ..18—Mins, adj. sums, & gen. pa.  
 Saturday ..17—Peta, sht. causes, & gen. pa.  
 Monday ..19—In Bankruptcy.  
 Tuesday ..20—General paper.  
 Wednesday 21—Mins, adj. sums, & gen. pa.  
 Further considerations will be taken as part of the general paper in priority to original causes which have not already appeared in the paper.  
 Any cause intended to be heard as a short cause, must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Mr. Justice FRY.

At Lincoln's Inn.

Thurs., Jan. 11	No sitting
Friday ..12	Mins, sht. causes, pet., and adj. sums
Saturday ..13	Adj. sums, & gen. pa.
Monday ..15	General paper.
Tuesday ..16	General paper.
Wednesday 17	Mins, adj. sums, & gen. pa.
Thursday ..18	Mins, adj. sums, & gen. pa.
Friday ..19	Mins, adj. sums, & gen. pa.
Saturday ..20	Adj. sums, & gen. pa.
Monday ..22	General paper.
Wednesday 21	Mins, adj. sums, & gen. pa.
Thursday ..22	Mins, adj. sums, & gen. pa.
Friday ..23	Mins, adj. sums, & gen. pa.
Saturday ..24	Adj. sums, & gen. pa.
Monday ..26	General paper.
Tuesday ..27	General paper.
Wednesday 28	Mins, adj. sums, & gen. pa.
Thursday ..29	Mins, adj. sums, & gen. pa.
Friday ..30	Mins, adj. sums, & gen. pa.
Saturday ..31	Adj. sums, & gen. pa.
Monday ..33	General paper.
Tuesday ..34	General paper.
Wednesday 35	Mins, adj. sums, & gen. pa.
Thursday ..36	Mins, adj. sums, & gen. pa.
Friday ..37	Mins, adj. sums, & gen. pa.
Saturday ..38	Adj. sums, & gen. pa.
Monday ..40	General paper.
Tuesday ..41	General paper.
Wednesday 42	Mins, adj. sums, & gen. pa.
Thursday ..43	Mins, adj. sums, & gen. pa.
Friday ..44	Mins, adj. sums, & gen. pa.
Saturday ..45	Adj. sums, & gen. pa.
Monday ..47	General paper.
Tuesday ..48	General paper.
Wednesday 49	Mins, adj. sums, & gen. pa.
Thursday ..50	Mins, adj. sums, & gen. pa.
Friday ..51	Mins, adj. sums, & gen. pa.
Saturday ..52	Adj. sums, & gen. pa.
Monday ..54	General paper.
Tuesday ..55	General paper.
Wednesday 56	Mins, adj. sums, & gen. pa.
Thursday ..57	Mins, adj. sums, & gen. pa.
Friday ..58	Mins, adj. sums, & gen. pa.
Saturday ..59	Adj. sums, & gen. pa.
Monday ..61	General paper.
Tuesday ..62	General paper.
Wednesday 63	Mins, adj. sums, & gen. pa.
Thursday ..64	Mins, adj. sums, & gen. pa.
Friday ..65	Mins, adj. sums, & gen. pa.
Saturday ..66	Adj. sums, & gen. pa.
Monday ..68	General paper.
Tuesday ..69	General paper.
Wednesday 70	Mins, adj. sums, & gen. pa.
Thursday ..71	Mins, adj. sums, & gen. pa.
Friday ..72	Mins, adj. sums, & gen. pa.
Saturday ..73	Adj. sums, & gen. pa.
Monday ..75	General paper.
Tuesday ..76	General paper.
Wednesday 77	Mins, adj. sums, & gen. pa.
Thursday ..78	Mins, adj. sums, & gen. pa.
Friday ..79	Mins, adj. sums, & gen. pa.
Saturday ..80	Adj. sums, & gen. pa.
Monday ..82	General paper.
Tuesday ..83	General paper.
Wednesday 84	Mins, adj. sums, & gen. pa.
Thursday ..85	Mins, adj. sums, & gen. pa.
Friday ..86	Mins, adj. sums, & gen. pa.
Saturday ..87	Adj. sums, & gen. pa.
Monday ..89	General paper.
Tuesday ..90	General paper.
Wednesday 91	Mins, adj. sums, & gen. pa.
Thursday ..92	Mins, adj. sums, & gen. pa.
Friday ..93	Mins, adj. sums, & gen. pa.
Saturday ..94	Adj. sums, & gen. pa.
Monday ..96	General paper.
Tuesday ..97	General paper.
Wednesday 98	Mins, adj. sums, & gen. pa.
Thursday ..99	Mins, adj. sums, & gen. pa.
Friday ..100	Mins, adj. sums, & gen. pa.

Mr. Justice KAY.

At Lincoln's Inn.

In consequence of Mr. Justice Kay taking part in the Winter Circuit, his lordship will not sit in the Chancery Division before the 14th February or the conclusion of the Circuit, whichever shall be the later.

Monday...19) General paper.  
 Tuesday...20) General paper.  
 Wednesday 21) General paper.  
 Thursday...22) Motns. & gen. pa.  
 Friday...23) Pets. & gen. pa.  
 Saturday...24) Sht. caus. & adj. sums.  
 Monday...25) General paper.  
 Tuesday...26) Motns. & gen. pa.  
 Wednesday...27) Pets. & gen. pa.  
 Thursday...28) Sht. caus. & adj. sums.  
 Friday...29) General paper.  
 Saturday...30) Motns. & gen. pa.  
 Monday...31) Pets. & gen. pa.  
 Tuesday...1. Sht. caus. & adj. sums.  
 Wednesday...2. General paper.  
 Thursday...3. Motns. & gen. pa.  
 Friday...4. Pets. & gen. pa.  
 Saturday...5. Sht. caus. & adj. sums.  
 Monday...6. General paper.  
 Tuesday...7. Motns. & gen. pa.  
 Wednesday...8. Pets. & gen. pa.  
 Thursday...9. Sht. caus. & adj. sums.  
 Friday...10. General paper.  
 Saturday...11. Motns. & gen. pa.  
 Monday...12. Pets. & gen. pa.  
 Tuesday...13. Sht. caus. & adj. sums.  
 Wednesday...14. General paper.  
 Thursday...15. Motns. & gen. pa.  
 Friday...16. Pets. & gen. pa.  
 Saturday...17. Sht. caus. & adj. sums.  
 Monday...18. General paper.  
 Tuesday...19. Motns. & gen. pa.  
 Wednesday...20. Pets. & gen. pa.  
 Thursday...21. Sht. caus. & adj. sums.  
 Friday...22. General paper.  
 Saturday...23. Motns. & gen. pa.

Causes in which witnesses are to be examined will be taken on Tuesdays and Wednesdays; and causes without witnesses will be taken on Mondays, Thursdays, and Fridays; further considerations will be taken on Mondays. Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

#### Mr. Justice CHITTY.

At Royal Courts of Justice—No. 4.  
 Thurs. Jan. 11. Motions.  
 Friday...12. Procedure summonses and adj. pets.  
 Saturday...13. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Monday...14. Fur. cons., dems., & non-wit causes.  
 Tuesday...15. Motions continued, & adj. pets.  
 Wednesday...16. Motns. & gen. pa.  
 Thursday...17. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Friday...18. Fur. cons., dems., & non-wit causes.  
 Saturday...19. General paper.  
 Monday...20. Motns. & gen. pa.  
 Tuesday...21. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Wednesday...22. Further considerations.  
 Thursday...23. General paper.  
 Friday...24. Motns. & gen. pa.  
 Saturday...25. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Monday...26. Fur. cons., dems., & non-wit causes.  
 Tuesday...27. General paper.  
 Wednesday...28. Motns. & gen. pa.  
 Thursday...29. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Friday...30. Fur. cons., dems., & non-wit causes.  
 Saturday...31. General paper.  
 Monday...1. Motns. & gen. pa.  
 Tuesday...2. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Wednesday...3. Further considerations.  
 Thursday...4. General paper.  
 Friday...5. Motns. & gen. pa.  
 Saturday...6. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Monday...7. Fur. cons., dems., & non-wit causes.  
 Tuesday...8. General paper.  
 Wednesday...9. Motns. & gen. pa.  
 Thursday...10. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Friday...11. Fur. cons., dems., & non-wit causes.  
 Saturday...12. General paper.  
 Monday...13. Motns. & gen. pa.  
 Tuesday...14. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Wednesday...15. Further considerations.  
 Thursday...16. General paper.  
 Friday...17. Motns. & gen. pa.  
 Saturday...18. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Monday...19. Fur. cons., dems., & non-wit causes.  
 Tuesday...20. General paper.  
 Wednesday...21. Motns. & gen. pa.  
 Thursday...22. Pets., sht. caus. adj. sums. (Procedure), & gen. pa.  
 Friday...23. Fur. cons., dems., & non-wit causes.  
 Saturday...24. General paper.  
 Monday...25. Motns. & gen. pa.

Saturday...3. Pets., short caus., adj. sums (procedure), & gen. paper.  
 Monday...4. Fur. cons., dems., & non-wit causes.  
 Tuesday...5. General paper.  
 Wednesday...6. Motions & gen. pa.  
 Thursday...7. Pets., short caus., adj. sums (procedure), & gen. paper.  
 Friday...8. Fur. cons., dems., & non-wit causes.  
 Saturday...9. General paper.  
 Monday...10. Motns. & gen. pa.  
 Tuesday...11. Pets., short caus., adj. sums (procedure), & gen. paper.  
 Wednesday...12. Fur. cons., dems., & non-wit causes.  
 Thursday...13. General paper.  
 Friday...14. Motns. & gen. pa.  
 Saturday...15. Pets., short caus., adj. sums (procedure), & gen. paper.  
 Monday...16. Fur. cons., dems., & non-wit causes.  
 Tuesday...17. General paper.  
 Wednesday...18. Motns. & gen. pa.  
 Thursday...19. Pets., short caus., adj. sums (procedure), & gen. paper.  
 Friday...20. Fur. cons., dems., & non-wit causes.  
 Saturday...21. General paper.

Causes and actions in which witnesses are to be examined before the court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also. Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

#### Mr. Justice PEARSON.

At Lincoln's inn.  
 Thurs. Jan. 11. General paper.  
 Friday...12. General paper.  
 Saturday...13. General paper.  
 Monday...14. General paper.  
 Tuesday...15. General paper.  
 Wednesday...16. General paper.  
 Thursday...17. General paper.  
 Friday...18. General paper.  
 Saturday...19. General paper.  
 Monday...20. General paper.  
 Tuesday...21. General paper.  
 Wednesday...22. General paper.  
 Thursday...23. General paper.  
 Friday...24. General paper.  
 Saturday...25. General paper.  
 Monday...26. General paper.  
 Tuesday...27. General paper.  
 Wednesday...28. General paper.  
 Thursday...29. General paper.  
 Friday...30. General paper.  
 Saturday...31. General paper.  
 Monday...1. General paper.  
 Tuesday...2. General paper.  
 Wednesday...3. General paper.  
 Thursday...4. General paper.  
 Friday...5. General paper.  
 Saturday...6. General paper.  
 Monday...7. General paper.  
 Tuesday...8. General paper.  
 Wednesday...9. General paper.  
 Thursday...10. General paper.  
 Friday...11. General paper.  
 Saturday...12. General paper.  
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 Wednesday...21. General paper.  
 Thursday...22. General paper.  
 Friday...23. General paper.  
 Saturday...24. General paper.  
 Monday...25. General paper.  
 Tuesday...26. General paper.  
 Wednesday...27. General paper.  
 Thursday...28. General paper.  
 Friday...29. General paper.  
 Saturday...30. General paper.  
 Monday...31. General paper.

#### RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held on the 4th inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—Wynand Perseverance Estate and Gold Mining Company, 7s.; Horns Shoes Manufacturing, 7s.; La Plata Mining and Smelting 10dol. shares, 14s.; Gold Mining Association of Canada, 6d.; Hungarian Copper, 3s. 6d.; Devon and Cornwall Dairy Farm Company A. Shares, 12s. 6d.; and other miscellaneous securities fetched fair prices.

## LONDON GAZETTES.

### Bankrupts.

Friday, Dec. 29, 1882.

Under the Bankruptcy Act, 1869.  
 Creditors must forward their proofs of debts to the Registrar.  
 To Surrender in London.

Gower, Frederick Henry, Buccleuch rd, Dulwich, Millwright, Pet Dec 23. Brougham, Jan 16 at 12.30.  
 Jones, John Henry, Mitre ct, Temple, Solicitor, Pet Oct 6. Haslitt, Jan 16 at 1.  
 Smith, W. A., Birmingham, Haberdasher, Pet Dec 23. Popya, Jan 17 at 12.

Tuesday, Jan. 2, 1883.

Under the Bankruptcy Act, 1869.  
 Creditors must forward their proof of debts to the Registrar.  
 To Surrender in London.

Coleman, Coleman, Moorfields, Manufacturer of Fancy Goods, Pet Dec 30. Murray, Jan 19 at 11.30.  
 Dance, Edward Henry, Warner rd, Camberwell, Corn Dealer, Pet Dec 30. Murray, Jan 19 at 11.

To Surrender in the Country.

Firbank, William Squire, Harwich, Essex, Gent, Pet Dec 30. Barnes, Colchester, Jan 27 at 12.  
 Fay, Adam Smith, Nottingham, near Eltham, Kent, Mercantile Clerk, Pet Dec 29. Bristol, Greenwich, Jan 16 at 1.  
 Purdie, John Stewart, York, Jeweller, Pet Dec 23. Purkins, York, Jan 16 at 11.  
 Taylor, James Henry, Bridgnorth, Salop, Furniture Dealer, Pet Dec 23. Potts, Madeley, Jan 17 at 11.30.  
 Taylor, Thomas, Heywood, Lancaster, Licensed Victualler, Pet Dec 30. Holden, Bolton, Jan 15 at 11.  
 Woodliff, Richard Edward, Wainfleet All Saints, Lincoln, Grocer, Pet Dec 23. Stanland, Boston, Jan 16 at 12.30.

### BANKRUPTCIES ANNULLED.

Friday, Dec. 29, 1882.

Call, Sir William George Montague, Bart, Newmarket, Cambridge, Dec 22.  
 Tuesday, Jan. 2, 1883.

Rees, Benjamin, Penrhewyn, Neath, Glamorgan, Carpenter, Dec 29.

Stanger, Urban Napoleon, Lever st, Old st, Baker, Nov 17.

### Liquidations by Arrangement.

#### FIRST MEETINGS OF CREDITORS.

Friday, Dec. 29, 1882.

Allen, James Hellier, Shepton Mallet, Somerset, Grocer, Jan 12 at 2 at Hare and Honnds Hotel, Shepton Mallet. Hobbs, jun, Wells.  
 Butler, Rev Charles Ewart, Landaff, Glamorgan, Jan 5 at 12 at office of Griffith and Corbett, Herbert chibbs, Cardiff.  
 Chamberlain, William, Wolvey, Warwick, Farmer, Jan 8 at 2 at Newdigate Arms Hotel, Nuneaton. Gee and Parr, Leicester.  
 Clark, Samuel, Cable st, St George's East, Grocer, Jan 8 at 11 at office of Mackay, Kingland rd. Bigginden.  
 Clarke, Walter Thomas, Lendenhall st, Jan 12 at 3 at office of Ratcliff, Bishopsgate at Within.  
 Cox, Leonard Philip, and William Leonard Cox, Bush lane, Cannon st, Wine Merchants, Jan 19 at 2 at office of Harper Brothers, Billiter House, Billiter st, Church, Fenchurch st.  
 Crosby, John Briggs, Birmingham, Ladies' Costume Manufacturer, Jan 8 at 11 at office of Mallard, Newhall chibbs, Newhall st, Birmingham.  
 Day, James, and James William Day, Leicester, Boot Manufacturers, Jan 11 at 2 at office of Hineck, Bowling Green st, Leicester.  
 Hatch, Henri John, Eastbourne, Ladies' Outfitter, Jan 10 at 12.30 at Guildhall Tavern, Gresham st. Edgeworth, Eastbourne.  
 Hoyle, Samuel, Halton, near Leeds, Plumber, Jan 5 at 10 at the Saracen's Head, Boar lane, Leeds. Rhodes, Bradford.  
 Jones, Evan, Llanthangel-ar-rhili, Carmarthen, Butcher, Jan 8 at 10 at offices of Walters, St Mary st, Carmarthen.  
 Jones, James, Riddford, Warwick, Coal Merchant, Jan 9 at 11.30 at Seven Stars Inn, Stratford-on-Avon. Warlen, Stratford-on-Avon.  
 Kelerher, John, Halifax, York, Provision Merchant, Jan 5 at 12 at Stork Hotel, Queen's sq, Liverpool. Boocock, Halifax.  
 Martin, Henry, East Grinstead, Sussex, Builder, Jan 9 at 2.30 at offices of Peerless and Sons, East Grinstead. Fearless and Boeching, Tunbridge Wells.  
 Morgan, David, Cardiff, Tea Dealer, Jan 8 at 10.30 at Great Western Hotel, St Mary st, Cardiff. Cousins, Cardiff.  
 Pattison, Frederick, Lytham, Lancaster, Chemist, Jan 9 at 11 at offices of Chanley and Finch, Fox st, Preston.  
 Richman, Ernest Frank, St Thomas rd, Finsbury park, Short Hand Writer, Jan 16 at 3 at offices of Cooper and Co, Lincoln's inn fields.  
 Robinson, James Clifton, Lorne rd, Brixton, Commission Agent, Jan 6 at 12 at offices of Esbery, Nicholas st, Bristol.  
 Service, Samuel, Paul st, Finsbury, Bottle Merchant, Jan 11 at 3 at offices of Kidder, John st, Bedford row.  
 Simpson, Christopher, Hackney rd, Brush Maker, Jan 6 at 12 at 53, Chancery lane. Plater, Southampton bldgs.  
 Stark, Henry John, Vanston pl, Walham Green, Fulham, Watch Maker, Jan 9 at 3 at 61, Chancery lane. Marshall.  
 Spencer, Harry, Belgrave, Leicester, Horse Dealer, Jan 9 at 11 at office of Buckley, Gallowtree gate, Leicester.  
 Thomas, Jenkin David, and Thomas Wade Evans, Yatalyfera, Brecon, Tinplate Makers, Jan 8 at 4 at office of Leyson, Fisher st, Swansea.  
 Tippet, William Henry, Perranzabuloe, Cornwall, Farmer, Jan 11 at 12 at office of Cock, Fyler st, Truro.  
 Whitmee, Alfred, Luton, Bedford, Baker, Jan 10 at 3 at office of Ewen and Roberts, Park st, Luton.  
 Woodrow, William Richard, Gloucester, Licensed Victualler, Jan 8 at 11 at New Inn Hotel, Northgate st, Gloucester. Williams, Birmingham.  
 Tuesday, Jan. 2, 1883.  
 Adams, Job, Whitley Bridge, York, Innkeeper, Jan 19 at 3 at office of Foster and Raper, Ropergate, Pontefract.  
 Alvey, George, Pileley, nr Clay Cross, Derby, Farmer, Jan 17 at 2 at office of Jones and Middleton, Glupian gate, Chesterfield.  
 Banfield, Henry, Bournemouth, Hants, Upholsterer, Jan 16 at 3 at office of Preston, Observer chibbs, Bournemouth.  
 Banks, William, Grantham, Lincoln, Bookseller, Jan 15 at 12 at office of Schofield, St Peter's Hill, Grantham.  
 Barton, Alfred, Longton, Stafford, Contractor, Jan 15 at 11 at office of Salt, Commerce st, Longton.  
 Barton, Edwin, Hart st, Mark lane, Hosier, Jan 24 at 2 at office of Staepool, Finsers Hall, Old Broad st.  
 Barton, Henry, Buxton, nr Congleton, Chester, Licensed Victualler, Jan 16 at 10.30 at Old Cheese Chibbs Inn, High st, Congleton.  
 Barton, John, Carnarvon, Coach Builder, Jan 16 at 12 at Queen's Hotel, Railway Station, Chester. Williams and Hughes, Carnarvon.  
 Bogie, John, Hewelsfield, Gloucester, Farmer, Jan 17 at 12 at Benifort Arms Hotel, Chesham, W. J. and H. G. Lloyd.  
 Boddie, Alfred, William Johnson, and William John Prattons, London st, Values, Jan 20 at 2 at Inns of Court Hotel, Goldring and Mitchell, Southampton st, Bloomsbury.



Canler, Ambrose, and Edward Frost Canler, Gt Clacton, Essex, Builders. Jan 16 at 3 at office of Jonas, Townhall chhrs, Colechester.  
 Casper, Louis, Manchester, Hat Manufacturer. Jan 13 at 11 at office of Connor, King St, Manchester.  
 Caudell, Henry, Saffron Walden, Essex, Coachbuilder. Jan 17 at 3.30 at office of Ginn and Matthew, Queen Victoria St.  
 Cole, Thomas, Teignmouth, Painter. Jan 17 at 11 at office of Andrew, Bedford circus, Exeter. Roberts, Exeter.  
 Cohen, Manasseh, Wolverhampton, Haberdasher. Jan 12 at 11 at office of Stratton, Queen St, Wolverhampton.  
 Dickinson, John, Liverpool, Licensed Victualler. Jan 23 at 11 at office of Field and Weightman, Fenwick St, Manchester.  
 Dyer, Alfred, Blakeney, Gloucester, Baker. Jan 15 at 2 at office of Burrup and Cohen, Berkeley St, Gloucester.  
 Eberidge, William Henry Edwin, Rhondla Valley, Glamorgan, Grocer. Jan 17 at 12 at office of Simons and Plows, Church St, Merthyr Tydfil.  
 Fadrice, John, Stalybridge, Chester, Innkeeper. Jan 22 at 3 at office of Nadin, King St, Manchester.  
 Fearnside, William Henry, and John Davis, Leeds, Oil Merchants. Jan 16 at 3 at office of Dibb and Co, Butts St, Leeds.  
 Field, John, Broadway, Ludgate Hill, Grocer. Jan 18 at 12 at office of Plunkett and Leader, St Paul's churchyard.  
 Frost, George, Walton-by-Kimble, Leicester, Licensed Victualler. Jan 13 at 2 at offices of Orm and Co, New walk, Leicester.  
 Gibb, William, Leicester, Baker. Jan 18 at 3 at offices of Hinecks, Bowling green St, Leicester.  
 Gill, George John, Exeter, Carver. Jan 13 at 11 at offices of Fryer, Gandy St, Exeter.  
 Goodsell, William, Hastings, Builder. Jan 10 at 3 at offices of Miller and Miller, Sherborne lane.  
 Harris, William, Windsor, Berks, Oilman. Jan 16 at 3 at offices of St Paul and Eldridge, Staple inn.  
 Haynes, William, Henry Pound, and George Haynes, Bilston, Stafford, Iron and Steel Wire Manufacturers. Jan 17 at 3 at Stork Hotel, Corporation St, Birmingham. Price, Birmingham.  
 Hicks, Robert, Birmingham, Iron Founder. Jan 15 at 3 at offices of Jaques, Temple row, Birmingham.  
 Huggins, Thomas Augustas, York, Photographer. Jan 15 at 11 at offices of Smith, Blake St, York.  
 Isaacs, Emanuel Lewis, and Samuel Lazarus, Long lane, Aldergate St, Importers of Fancy Goods. Jan 15 at 2 in lieu of the time originally named.  
 Kelall, William, Nottingham, Journeyman Stone Mason. Jan 18 at 12 at the offices of Black, Low pavement, Nottingham.  
 King, Vessey, Kingston upon Hull, Musical Instrument Dealer. Jan 13 at 2 at office of Kerly, Gt Winchester St.  
 Lees, Daniel, Oldham, Lancaster, Builder. Jan 16 at 3 at Mitre Hotel, Cathedral gates, Manchester. Watson, Oldham.  
 Lindley, James, Hucknall Torkard, out of business. Jan 18 at 12 at office of Brittle, St Peter's chhrs, Nottingham.  
 Lowe, Alfred, Greenwich, Dealer in Toys. Jan 17 at 3 at 77, Aldgate High St. Lukey, Abchurch rd.  
 Mackintosh, Mary Louisa, Sheffield, Milliner. Jan 15 at 3 at office of Herbert, Vigo St, Regent St.  
 McDerrick, Jane Elizabeth, North Shields, Boot Dealer. Jan 13 at 3 at office of Gibson, Newcastle on Tyne.  
 Manaley, Alice, and William Manaley, Walton le dale, Lancaster, Market Gardeners. Jan 25 at 11 at office of Ascroft, Cannon St, Preston.  
 Marcus, Solomon William, Leeds, Commission Agent. Jan 15 at 11 at office of Blacklock, Albion St, Leeds.  
 Marlow, James, Dudley, Worcester, Licensed Victualler. Jan 10 at 11 at office of Tinsley, Priory St, Dudley.  
 Mellor, George, Higham on Hill, Leicester, Farmer. Jan 18 at 13 at office of Buckby, Bridge St, Nuneaton.  
 Molyneux, William Henry, Manchester, Skirt Manufacturer. Jan 16 at 3 at Spread Eagle Hotel, Corporation row, Manchester. Entwistle and Cole, Manchester.  
 Morgan, Gwilym Brycheiniog, Llantrisant, Glamorgan, Lime Merchant. Jan 13 at 3 at office of Williams, Pennel sq, Pontypridd.  
 Oliver, William, and Thomas Baker, Water lane, Lightermen. Jan 17 at 3 at office of Wombor, Ludgate hill.  
 Pallister, Matthew, Gateshead, Durham, Provision Merchant. Jan 17 at 11 at office of Foster and Co, Grainger St West, Newcastle upon Tyne.  
 Parry, John, Llandrillo yn Rhos, Labourer. Jan 18 at 2 at Bull Inn, Abergyle. Roberts, Rhyl.  
 Peri, Michel, Houndeditch, Importer of Tobacconists' Fancy Goods. Jan 17 at 2 at office of Myers, Gresham bldgs, Guildhall.  
 Phillips, Richard, Frodegur, Monmouth, Grocer. Jan 19 at 11 at office of Shepard, Queen St, Tredegar.  
 Pinks, Edgar Lawrence, Kingsfield rd, Kingsland, Builder. Jan 8 at 10 at office of Bennett, Finsbury sq bldgs, Chiswell St.  
 Porter, Frederick, Nottingham, Cabinet Maker. Jan 10 at 3 at office of Stevenson and Clinton, Bridlesmith gate, Nottingham.  
 Preston, Richard Everard, Leicester, Beerhouse Keeper. Jan 15 at 12 at office of Fowler and Co, Grey Friar chhrs, Friar Lane, Leicester.  
 Quick, William, Kingston on Thames, Surrey, Builder. Jan 41 at 11.30 at 363, High Holborn. Staniland, King St, Chesapeake.  
 Redman, Frederick, and Harry Redman, Leicester, Painters. Jan 15 at 3 at office of Shires, Market St, Leicester.  
 Reynolds, Thomas Powis, Haverfordwest, Architect. Jan 12 at 11 at office of Price, Dew St, Haverfordwest.  
 Rodwell, Joseph, Shipley, York, Grocer. Jan 18 at 3 at office of Creditors' Association, Godwin St, Bradford.  
 Rushon, Joseph, Birmingham, Butcher. Jan 12 at 11 at office of Mallard, Newhall chhrs, Newhall St, Birmingham.  
 Beck, George, and James Anderson, Leicester, Boot Manufacturers. Jan 15 at 3 at office of Wright, Belvoir St, Leicester.  
 Shepherd, William Henry, Ecclesfield, York, Grocer. Jan 13 at 3 at office of Fairburn, Bank St, Sheffield.

Smith, William, King's Lynn, Publican. Jan 17 at 11 at office of Maher, High St, King's Lynn.  
 Spencer, William, and Charles Rigg, Rochdale, Fulling Millers. Jan 11 at 11 at office of Standring and Taylor, King St, Rochdale.  
 Stevenson, Robert, Manchester, Yarn Merchant. Jan 15 at 10 at office of Fox, Princess St, Manchester.  
 Stewart, James, Salisbury, Draper. Jan 17 at 12 at office of Nodder and Gater, City chhrs, High St, Salisbury.  
 Styles, Henry, Coleford rd, East hill, Wandsworth, Merchant's Clerk. Jan 15 at 11 at office of Wolferstan and Co, Ironmonger lane.  
 Thomas, Robert Joseph, Abergyle, Denbigh, Grocer. Jan 18 at 2 at Queen's Hotel, Chester. Williams, Rhyl.  
 Thorneloe, John, Lichfield, Builder. Jan 22 at 3 at office of Hineckley and Co, Lichfield.  
 Tildow, Samuel, Macpharlan's rd, Fire Brigade Proprietor. Jan 20 at 12 at Moorgate St, Kent, Bucklersbury.  
 Troughton, Charles, Wimbledon, Surrey, Boot Maker. Jan 16 at 3 at office of Cannon, Wool Exchange, Coleman St.  
 Turner, James Thomas, Central Market, Provision Merchant. Jan 29 at 2 at Guildhall Tavern, Gresham St. Gush and Phillips, Finsbury circus.  
 Walker, Edward, Canal rd, Wharfedale rd, King's cross, Wheelwright. Jan 15 at 3 at office of Freston and Co, Easton rd.  
 Warburton, Annie, and Agnes Leighton, Newcastle upon Tyne, Booksellers. Jan 15 at 1 at office of Hoyle and Co, Burdon bldgs, Westgate rd, Newcastle upon Tyne.  
 Warr, Alice, and George Frederick Chandler, Bolton, Slate Merchants. Jan 12 at 2 at Falmist Hotel, Market place, Manchester. Dutton, Bolton.  
 Webb, John Langford, Warwick St, Finslow, Provision Dealer. Jan 16 at 3 at office of Cook and Smith, Adelaide bldgs, London bridge. Duffield and Bruly, Tokenhouse yd.  
 Welch, Thomas, Newport, Monmouth, Baker. Jan 17 at 2 at office of Parker, Commercial St, Newport.  
 West, William Henry, Birmingham, Builder. Jan 12 at 3 at office of Solomon, Newhall St, Birmingham.  
 Whalley, John William, Blackburn, Lancaster, Grocer. Jan 16 at 3 at office of Withers, Tackets St, Blackburn.  
 Whieldon, John, Frammers, Chester, Butcher. Jan 18 at 3 at Ranelagh Hotel, Chester St, Birkenhead. Freston, Liverpool.  
 Wiggins, Thomas, High St, Hounslow, Licensed Victualler. Jan 15 at 10 at office of Woodbridge, High St, Brentford.  
 Wilde, Henry Alfred, Costessey, Norfolk, Gardener. Jan 15 at 12 at office of Hill, Opie St, Norwich.  
 Williams, Edwin George, Red Field lane, Earl's Ct, Blind Maker. Jan 12 at 3 at office of Cannon, Wool Exchange, Coleman St.  
 Williams, John, Melincrythan, Neath, Glamorgan, Grocer. Jan 16 at 12.30 at 30, Broad St, Bristol. Tennant and Jones, Aberystwyth.  
 Williams, Robert, Manchester, Linen Merchant. Jan 15 at 3 at office of Richardson, Clarence St, Manchester.  
 Woodbridge, Thomas, George St, Oxford, Saddler. Jan 22 at 3 at office of Galpin, New inn Hall St, Oxford.  
 Woodland, Randall George, Leicester, Draper. Jan 23 at 3 at 145, Cheapside. Mason, Gresham St.  
 Yeo, Thomas, Ilfracombe, Devon, Builder. Jan 15 at 3 at King's Arms Hotel, Barnstaple. Fox, Ilfracombe.

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The Hôtel Métropole, which is now in course of construction, will be one of the largest in Europe, and will contain all that modern improvements can provide for the comfort and convenience of Guests. The general arrangements of the building, decorations, and furnishing will be under the immediate supervision of M. FREDERICK GORDON, who is the Chairman of the Company.  
The Offices of the Hôtel Métropole are at 13 Warwick-court, Gray's-inn, W.C.

**RUDOLF MOSSE'S FOREIGN ADVERTISING OFFICES** have REMOVED from Cheap-side to more convenient Offices, 16 and 18, QUEEN VICTORIA STREET, MANSION HOUSE, London, E.C. (Ground Floor and Basement). Estimates for Foreign Advertising by return. 16th Edition of General Newspaper Catalogue sent free on application.—16 and 18, Queen Victoria-street (sole address).

**SUN FIRE AND LIFE OFFICES,**  
Thredneedle-street, E.C.; Charing Cross, S.W.;  
Oxford-street (corner of Vere-street), W.  
FIRE. Established 1710. Home and Foreign Insurances at moderate rates.  
LIFE. Established 1810. Specially low rates for young men. Large bonuses. Immediate settlement of claims.

**OXON AND BERKS BANK, OXFORD,**  
Established 1854.  
Makes CASH ADVANCES to Barristers, Solicitors, Clergymen, Medical Men, residing in any part of England and Wales. No banking account need be opened.

## NEW ZEALAND GOVERNMENT

### £4 per cent. Consolidated Stock.

#### SECOND ISSUE.

#### £1,000,000.

MINIMUM PRICE OF ISSUE, £98 10s. PER CENT.  
First Dividend, being Six Months' Interest, payable 1st May, 1883.

Authorized by the NEW ZEALAND LOAN ACT, 1882, for Public Works, and Immigration and other purposes. The GOVERNOR AND COMPANY OF THE BANK OF ENGLAND give notice that, on behalf of the Agents appointed for raising and managing the Loan under the above Act (SIR FRANCIS GOODCHILD JULYAN, K.C.M.G., C.B., and SIR FRANCIS DILLON BELL, K.C.M.G.), they are authorized to receive Tenders for £1,000,000 New Zealand Government £4 per cent. Consolidated Stock, repayable at par on the 1st November, 1890.

This Stock will be in addition to, and will rank *pari passu* with the New Zealand £4 per cent. Consolidated Stock previously created and issued.

The Interest will be payable half-yearly at the Bank of England, on the 1st May and 1st November in each year, and six months' interest, calculated upon the nominal amount of Stock, will be payable on the 1st May next.

The books of the Stock are kept at the Bank of England, where all assignments and transfers are made; and holders of the Stock are able, on payment of the usual fees, to take out Stock Certificates to Bearer with Coupons attached, which Certificates may be re-inscribed into Stock at the will of the holder.

All Transfers and Stock Certificates are free of stamp duty.

Dividend Warrants are transmitted by post if desired. The Loan is secured on the Consolidated Fund of the Colony of New Zealand, which includes the revenue derived from the Railways, and from the sales and leases of Public Lands.

By the Act 40 & 41 Vic., ch. 50, the Revenues of the Colony of New Zealand shall be liable in respect of the Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of Her Majesty's Treasury will not be directly or indirectly liable or responsible for the payment of the Stock or of the Dividends thereon, or for any matter relating thereto.

Tenders may be for the whole or any part of the Stock, and must state what amount of money will be given for every £100 of the Stock. Tenders for other than even hundreds of Stock, or at a price including fractions of a shilling other than sixpence, will not be accepted. Tenders are to be delivered at the Chief Cashier's Office, Bank of England, before two o'clock, on Thursday, 11th January, 1883. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

A deposit of five per cent. on the amount of Stock tendered for must be paid at the same office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

The dates at which the further payments on account of the said Loan will be required, are as follows:

On Tuesday, the 16th January, 1883, so much of the amount tendered and accepted as, when added to the deposit, will leave Seventy-five Pounds (Sterling) to be paid for each hundred pounds of Stock;

On Thursday, the 15th February, 1883, £25 per cent.;

On Thursday, the 15th March, 1883, £25 per cent.;

On Monday, the 16th April, 1883, £25 per cent.

The instalments may be paid in full on or after 10th January, 1883, under discount at the rate of 3 per cent. per annum. In case of default in the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

Scrip Certificates to Bearer will be issued in exchange for the provisional receipts.

The Stock will be inscribed in the Bank Books on or after the 10th April, 1883, but Scrip paid up in full, in anticipation, may be inscribed forthwith.

In the event of the receipt of tenders for a larger amount of Stock than that proposed to be issued at or above the minimum price, the tenders at the lowest price accepted will be subject to a pro rata diminution.

Applications must be upon the printed forms which, together with a statement showing the condition and prospects of the Colony, may be obtained at the Chief Cashier's Office, Bank of England; of Messrs. Mullens, Marshall, & Co., 4, Lombard-street; of Messrs. J. & A. Scrimgeour, 18, Old Broad-street; and at the Office of the Agent-General of New Zealand, 7, Westminster-chambers, S.W., where also copies of the Act authorizing the loan may be seen.

## NORTHERN ASSURANCE COMPANY.

Established 1836.

**FIRE AND LIFE, AT HOME AND ABROAD.**  
HEAD OFFICES:—LONDON AND ABERDEEN.  
Fire Premiums ... .. £451,000  
Life Premiums ... .. 181,000  
Interest ... .. 120,000  
Accumulated Funds ... .. £2,708,000

## COMMERCIAL UNION ASSURANCE COMPANY.—FIRE, LIFE, MARINE.

Capital fully subscribed ..... £2,500,000  
Capital paid-up ..... 250,000  
Life Funds in Special Trust for Life Policy-holders exceed ..... 738,000  
Total Annual Premium Income exceeds ..... 1,050,000  
CHIEF OFFICES: 19 AND 20, CORNHILL, LONDON, E.C.  
WEST END OFFICES: 5, Pall Mall, LONDON, S.W.

## SCOTTISH EQUITABLE LIFE ASSURANCE SOCIETY

ESTABLISHED 1831.

HEAD OFFICE:—26, ST. ANDREW SQUARE, EDINBURGH.  
MANAGER—T. B. SPRAGUE, M.A.

Accumulated Fund ... £2,500,000.

The Society transacts every description of LIFE INSURANCE BUSINESS.  
INSURANCES AGAINST ISSUE are effected at moderate rates of premium.

### LOANS ON REVERSIONS.

The attention of Solicitors and others desiring to raise money on Reversions is directed to this Society's improved method of making advances on this class of security, the leading feature of which is, that absolute power of redemption on fixed terms, whether the life tenant be alive or dead, is reserved to the reversioner for five years or for such other term as may be agreed. In the case of absolute reversions the redemption money is simply the accumulated amount of the advance at five per cent. compound interest.

Full particulars may be obtained on application to the Society's

LONDON OFFICE—89, KING WILLIAM STREET, E.C.  
A. MACKAY, Resident Secretary.

Solicitors—Messrs. BURTON, YATES, HART, & BURTON,  
87, Lincoln's-inn-fields.

## LAW UNION FIRE AND LIFE INSURANCE COMPANY.

Chief Office—126, Chancery-lane, London, W.C.

The Funds in hand and Capital subscribed amount to upwards of £1,000,000 sterling.

Chairman—JAMES CUDDORE, Esq., Barrister-at-Law, Goldsmith-building, Temple.

Deputy-Chairman—C. FRANKFORT, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.

Every description of Fire and Life Insurance business transacted.

Whole World and Unconditional Life Policies granted at a slightly increased rate of Premium.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

Advances made on Mortgage of Life Interest and Reversions, whether absolute or contingent.

Prospectus, Copies of the Accounts as deposited with the Board of Trade, and every information sent on application to

FRANK MCGEDDY, Actuary and Secretary.

## GUARDIAN FIRE AND LIFE OFFICE,

11, Lombard-street, London, E.C.

Established 1821. Subscribed Capital, Two Millions.

### DIRECTORS.

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DEPUTY-CHAIRMAN—ALBAN G. H. GIBBS, Esq.  
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James Goodson, Esq. David Powell, Esq.  
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Richard M. Harvey, Esq. Rt. Hon. J. G. Hubbard, M.P.  
Rt. Hon. J. G. Hubbard, M.P. Frederick H. Janson, Esq.

MANAGER OF FIRE DEPARTMENT—F. J. MARSDEN.  
ACTUARY AND SECRETARY—T. C. G. BROWNE.

Share Capital at present paid up and invested... £1,000,000  
Total Funds, upwards of ... £2,941,000  
Total Annual Income over ... £517,000

N.B.—Fire Policies which expire at Christmas shall be renewed at the Head Office, or with the Agents, 9d. before the 9th day of January.

## REVERSIONARY and LIFE INTERESTS IN LANDED or FUNDED PROPERTY

or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 8, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, } Joint  
C. H. CLAYTON, } Secretaries

## PROVIDENT LIFE OFFICE

FOUNDED 1806.

60, REGENT STREET, and 14, CORNHILL, LONDON.

Existing Assurances exceed ... .. £6,000,000  
Invested Funds ... .. 2,307,000  
Annual Income ... .. 290,000  
Claims Paid exceed ... .. 6,650,000  
Bonuses Declared ... .. 2,342,000

During the past year (1881) each main item has shown improvement upon the preceding year.

	1880.	1881.
New Premiums .. ..	£18,645	£19,900
Income .. ..	276,853	290,000
Invested Funds .. ..	2,124,711	2,307,000

CHARLES STEVENS, Secretary.